

E-TENDER

FOR

WEBINAR ROOM AT HEAD OFFICE, MUMBAI

Tender Reference No: EXIM/RFP/2020-21/15

Export-Import Bank of India

Center One Building, 21st Floor

World Trade Centre Complex, Cuffe Parade,

Mumbai – 400005

Phone : 022-22172839/22172846

Email: shikha.s@eximbankindia.in

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Tender Documents for	Webinar Room at Head Office, Mumbai
Tender Document Cost (Payable by DD in favor of Export Import Bank of India)	₹2500/- (Non-refundable) (Demand Draft (DD) in favour of “Export-Import Bank of India” payable at Mumbai
Last Date for acceptance of Tender Document fee	September 26, 2020
EMD Amount (Payable by DD in favor of Export Import Bank of India)	₹20,000/-
Date of Online Notice	September 15, 2020, 14:00 Hrs.
Document Downloading Start Date	September 15, 2020, 14:00 Hrs.
Document Downloading End Date	October 06, 2020 14:00 Hrs.
Tender Clarification and Pre-Bid Meeting Date	September 23, 2020. (Location: Exim Bank, Head Office, Mumbai. All queries will be answered during pre-bid meeting only)
Last Date and Time for Submission	October 06, 2020 14:00 Hrs.
Opening of Tender	October 07, 2020 16:00 Hrs.
Address of communication	Export-Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai - 400 005
Place of Receipt of Tender	https://eximbankindiatenders.procuretiger.com

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

1. Minimum requirement for e-tender participation:

- i. Computer / Laptop with internet connection
- ii. Operating system – Windows 7/ Windows 10
- iii. Digital certificate - Class II or III, signing + Encryption, and it should be organisational certificate only
- iv. 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 –
E-Procurement Technologies Limited
801 – Wall Street – II Opposite Orient Club
near Gujarat College, Ellis Bridge, Ahmedabad – 380006 Gujarat
India Phone: +91 (79) 68136820/29/31/35/40/43/52/53/57/59/63
Fax: +91 (79) 40230847

2. Background and Purpose of the Tender:

The current pandemic situation has led to social distancing practices resulting in an increased participation of staff in virtual meetings, webinars and online conferences. In line with the trend of online meetings, a set-up is needed to be put in place to conduct webinars, and virtual meetings. Hence, the Bank has decided to create a dedicated webinar meeting room with state-of-the art equipment at 21st floor, Head Office, Mumbai.

The purpose of the tender is to select a suitable contractor to carry out the necessary renovation work of conference room at the Head Office, Mumbai.

3. Eligibility Criteria of the Bidder:

Sr. No.	Eligibility Criteria	Supporting Documents to be Uploaded	Compliance (Yes/No)
i.	The bidder should have a minimum 05 years of experience in carrying out Renovation works at residential/office premises from July 2011 till August 31, 2020.	Work completion certificate / Work Experience Certificate from Organisations.	
ii.	The bidder should have satisfactorily executed Interior works at residential/office premises in the last 5 years of value more than or equal to one of the following: a. 3 works of ₹2.75 lac each OR b. 2 works of ₹4.50 lac each OR c. 1 work of ₹7.50 lac	Work completion certificate received from the employer with amount, designation, contact details of the organization mentioned over it.	
iii.	The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure.	Upload seal and signed copy of Annexures.	
iv.	The Bidder must have a yearly turnover of ₹ 20 lakh in the last three financial years FY 2016-17, 2017-18 and 2018-19.	CA certificate and audited balance sheet along with IT return proof for the last 3 financial years shall be uploaded.	
v.	The Bidder must be Mumbai/Nav Mumbai/Thane based only.	Address proof which has been registered under shops and establishment Act.	

Note: Please be informed that the vendor/ bidder who wish to participate in the e-tender must necessarily fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s). Hence, bidders are requested to upload all the relevant documents mentioned in the eligibility criteria to avoid the rejection of the bid(s). The documents have to be submitted in PDF format only.

ANNEXURE I

E-Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: EXIM/RFP/2020-21/15)

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

ANNEXURE – II
UNDERTAKING FROM THE BIDDER

To,
Mr. Uday Shinde,
General Manager,
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade,
Mumbai 400005

Dear Sirs,

Ref: Webinar Room at Head Office, Mumbai

Ref. No: EXIM/RFP/2020-21/15

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

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

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

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

Yours truly,

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

Place:

Date:

Name:

Designation:

Seal:

4. Instructions to Bidders:

i. Location: Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India.

a. Bidders / Service Providers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

ii. Submission of Tender: No Queries will be entertained on the last day of the Tender submission.

iii. Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.

iv. Transfer of Tender Documents: Transfer of tender documents purchased by one intending Bidder to another is not permitted.

v. Bid Validity Period: Tenders submitted by Bidders shall remain valid for acceptance for a period up to 90 days from the date of opening of Bid/tender. The Bidders shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

vi. Right to accept or reject tender: The acceptance of a tender will rest with the EXIM Bank who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received. They also reserve the right of accepting the whole or any part of the tender and the Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Bidders are liable to be rejected. For this purpose, Bidder shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the EXIM Bank deciding to delete, alter or reduce the quantities specified in respect of the any item. Moreover the Bank reserves the right to cancel the whole tendering process at any stage of the tender without assigning any reasons to the bidder.

vii. Rates: EXIM Bank is not concerned with any rise or fall in the Service/Machinery charges during price validity period of 90 days from tender opening date.

viii. Payments: The payment of the works will be paid within 30 working days from submission of original correct hardcopy invoice duly certified by the architect.

ix. Signing of the contract:

a) The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 10 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above-stipulated period, the EXIM Bank may cancel the Contract.

b) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the EXIM Bank of India and the Service Provider.

x. On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Bidder.

xi. If so decided EXIM Bank reserves the right to appoint External Audit Consultant or any other agency to get the quality of works checked, including certification of bills, payment of the employed personnel as per the minimum wages etc.

xii. The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 1 months' notice period for termination of contract if service is not satisfactory to the Bank.

xiii. **Notices to local bodies:** The Bidder / Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

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

5. Scope of the Works:

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

- i. The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- ii. Any discrepancy in the Drawing or between the Bills of Quantities and/or Drawing and/or Specifications.
- iii. The removal from the site of any materials brought thereon by the bidder and the substitution of any other material thereof.
- iv. The removal and/or re-execution of any works executed by the bidder.
- v. The dismissal from the works or any persons employed thereupon.
- vi. The opening up for inspections of any work covered up.

6. General Conditions of Contract (GCC):

i. Notification of award and signing of Agreement

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

ii. Performance Security

Within 10 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit equivalent to 5% of the Contract price. The amount shall be paid in the form of Demand Draft favoring Export Import Bank of India payable at Mumbai. The Performance Security amount shall be returned to the vendor on completion of defect liability period of 12 months from the date of completion of the works.

iii. Law governing contract

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

iv. Employer's Decision

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

v. Delegation

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

vi. Communications

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

vii. Contractor's risks

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

viii. Insurance

a. The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data.

b. for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

c. for liability of both Parties for loss, damage, death and injury to third parties or their property/ properties arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property, the building where site is located other than the Works and

d. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

e. policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurer's relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

f. if the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts.

g. alterations to the terms of an insurance shall not be made without the approval of the Employer.

ix. Site Investigation Reports

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

x. Contractor to construct the Works

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

xi. The Works to be completed by the Intended Completion Date

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

xii. Safety

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

xiii. Access to the Site

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

xiv. Instructions

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

xv. Correction of defects

The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall

be extended for as long as Defects remain to be corrected. Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

xvi. Uncorrected defects

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

xvii. Bill of Quantities (BOQ)

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

xviii. Variations

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

- a. Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
- b. Omit any item of work;
- c. Change the character or quality or kind of any item of work;
- d. Change the levels, lines, positions and dimensions of any part of the work;
- e. Execute additional items of work of any kind necessary for the completion of the Works; an
- f. Change in any specified sequence, methods or timing of construction of any part of the work.

xix. The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not violate or invalidate the contract.

xx. Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

xxi. Payments for Variations

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

xxii. Submission of bills for payment

The Contractor shall submit bills fortnightly for the value of the work completed less the cumulative amount paid previously. The consultant will check the Contractor's bill with measurement sheet and determine the value of the work executed which shall comprise of

- (a) value of the quantities of the items in the BOQ completed and;
- (b) valuation of Variations and Compensation Events. The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

xxiii. Payments

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

xxiv. Earnest Money Deposit (EMD)

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

- a. Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft drawn on any Nationalized / Schedule bank in favour of "Export Import Bank of India" Payable at Mumbai
- b. EMD will not carry any interest.
- c. EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement. (The DD of the unsuccessful bidder shall be returned as it is and no DD making/cancellation charges will be paid by the Bank)
- d. The Earnest Money Deposit submitted by the bidder may be forfeited if,
 - (i) Successful bidder fails to execute an Agreement within specified time as 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.

7. Special Conditions of Contract:

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

ii. Drawings:

a. Contract / Tender Drawings of the Consultants are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Engineer-in-Charge and with the prior approval of the Engineer-in-Charge.

b. Consultant drawings shall take precedence over Structural drawings, which in turn shall take precedence over services drawings in regard to all dimensions.

c. The Contractor shall verify all dimensions at the Site and bring to the notice of the Consultant discrepancies if any; the Engineer-in-Charge's decision in this respect shall be final.

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

iv. Testing of Installations:

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

v. Site Information:

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

vi. Professional Integrity and Team Spirit:

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

vii. Entry to the Site:

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

viii. Fire Precautions:

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

ix. Drilling, Cutting etc.:

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

x. Approval by Statutory Bodies:

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

xi. Mobilisation Advance:

No Mobilization advance shall be paid.

xii. Non-Tendered / Extra Items and Quantities Exceeding the Tendered Quantities:

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

xiii. Associated Civil Works

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

xiv. Guarantee to Perform

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

xv. Escalation

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

xvi. Safety of Workers

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

xvii. Workers Facilities

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

xviii. Labour

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

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

xix. Compliance with Labour Regulation:

During continuance of the contract, the Contractor and his sub- contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules), regulations, by laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay

or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

xx. Execution of the Works:

The contractor shall execute the work in such a way to avoid inconvenience to the Bank staff.

xxi. Protection of Environment:

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

xxii. Evaluation of Tender:

The tender shall be evaluated on the Least Cost System basis.

8. Bills of Quantities (BOQ)

Export Import Bank of India
 21st floor, world trade center,
 Mumbai

09 September 2020

Location: Room No. 2

SR. NO.	DESCRIPTION	QTY.	RATE (PER UNIT)	AMOUNT (₹)
A.	WEBINAR ROOM			
1	Removing the existing carpet and storing on site and then re-fixing.	190 Sq. Ft		
2	Removing existing glass door and display unit and cart away from site.	1 Nos.		
3	Providing and fixing sound proof door made out of TW, Rose Veneer, mellamine finished with matching existing design and pattern, with hinges, locking device, door closer with glass wool packing inside the door and felt lining on the door jam and offset for the door. Door Size 3' 0" x 8' 6"	1 Nos.		
4	Providing and fixing opaque glass film on the partition glass panels.	135 Sq. Ft		
5	Providing and fixing 19mm thick plywood sheet above the glass on side TW frames of the glass partitions.	70 Sq. Ft		
6	Providing and fixing Anutone make acoustic panels Tufbloc HDFR 12mm thick wrapped with FR grade NRC fabric of selected color on it. (3 Panels)	100 Sq. Ft		
7	Providing and fixing 19mm thick plywood sheet paneling on the existing glazed partition of the back wall after removing the display unit and finish in line level of partition with one coat of putty, primer and Asian acrylic emulsion paint, complete.	130 Sq. Ft		
8	Providing and fixing customized wall paper as per approved artwork, design and color with samples and printed on smooth non-woven paper of 150 grams quality and printing done by 6 color HP latex machine with fixing on site as per instructions and design.	125 Sq. Ft		
9	Removing the front panel of the existing partitions for sound proofing by filling it with glass wool and re-fixing it with veneer, melamine polished, complete.	50 Sq. Ft		
10	Providing & fixing conference table (3' 6" x 8' 0") in curvature top finished with 12mm thick white Dupont Corian material as shown in the diagram of 2" thick table top edge. The table to be made out of 19mm thick plywood, laminate finished with slim 3 drawers on top with fixing of microphones and wires inside the table.	1 Nos.		

11	Making electrical aluminium section duct from conference table under the floor to the TV on the partitions with necessary alterations to accommodate the cables with openable panel on partition for installation of new cables, complete.	L.S		
14	Removing existing white board on partition and finishing that area by veneer, melamine polished, complete.	20 Sq. Ft		
15	Removing and disposing off the existing gypsum board false ceiling.	190 Sq. Ft		
16	Supply and installation of “Urban House” stretch ceiling comprising of aluminium channels and PVC translucent membrane white color (4011) with PVC grippers, complete, it should be openable for servicing and repairs of the LED lights inside.	190 Sq. Ft		
17	Supply and installation of Samsung Chip GOQ LED Lights CCT: 3000K/4000K/6500K lux level minimum 400 from the height of ceiling level, evenly spread lights 40 Nos. illumination including power repeater (Drivers) complete.	1 Unit		
18	Supply and installation LED ceiling Lighting dimming control with RF Dimmer for light dimming control.	1 Unit		
19	Providing and fixing the electrical points for ceiling LED lights, 2 TV’s on partition, in 2.5 sq.mm. copper fire retardant wires, plug points on the conference table with Norysis switches, sockets for LED lights etc, complete.	10 Points		
20	Fenesta white UPVC Sound Proof Window with sandwiched glass.	24 Sq. Ft		
21	Roller Blind of Sitarra or equivalent make on the window of approved design.	24 Sq. Ft		
22	Painting and polish touch up.	L.S		
	Total Rupees			

FINAL STATEMENT		
SR. No.	PARTICULARS	AMOUNT RS.
1	Webinar Room	
	TOTAL Rs.	
	+ 9% CGST AS APPLICABLE	
	+9% SGST AS APPLICABLE	
	GRAND TOTAL RUPEES	

9. General Material Specifications:

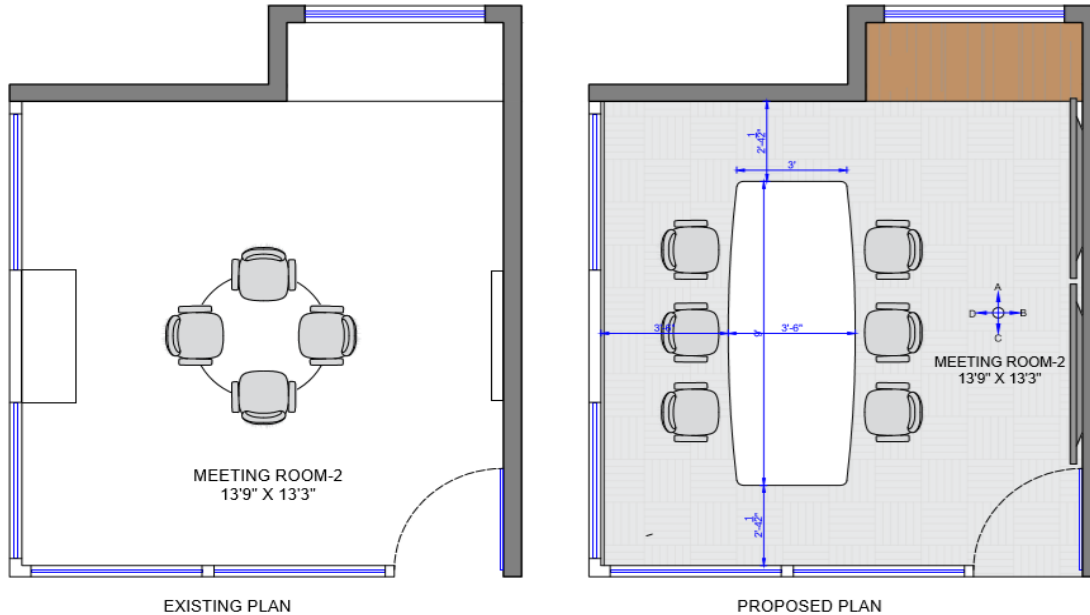
Please Note:

- i. The display unit will be removed, the carpet underneath patch is not included in estimate.

SR. NO.	ITEM	DESCRIPTION
1.	Stretched Ceiling	Product by “Urban House”, It should be translucent and can be back lit of a stretched fabric having a composition of calendared special polyvinyl chloride (free of heavy metals) bearing a thickness of 0.15 mm upto 0.35 mm weighting upto 350 gms/sq cm with a breaking strength of 185 Kgs/sq. cm. length wise and 200 Kgs/sq cm width wise with an elongation capacity of 210% along the length and 305% along the width with the harness of 93.5 shore, acoustic properties wherein reverberation time at 125/250/500/1000/2000 Hz can be reduced from 1.5 to 0.7s when insulated and designed with perforation on the surface. Urban House make or equivalent quality as approved by architect.
2.	Acoustic Panels	Anutone Acoustics Ltd., make or equivalent quality as approved by architect.
3.	Drawer Slide	HAFFLE, HETTICH, Olive bottom driven channel or equivalent as Approved by Architect.
4.	Locks, Handles	Vijayan, GODREJ, DORSET Brass locks or Eq. Approved by Architect.
5.	HINGES, BALL CATCH, TOWER BOLTS Etc.	Brass make, PALLADIUM, FAMOUS or equivalent as approved by Architect.
6.	Laminate	1.25mm thick ROYAL TOUCHE, GREENLAM, Merino or equivalent as approved by architect.
7.	Veneer	4 mm thick Rose Veneer, ANCHOR, CENTUARY, NATURAL VENEER matching to existing veneer on site or equivalent as approved by architect.
8.	Plywood, Block Board	IS:710 Premium BWP Marine Grade Plywood, ARCHIDPLY, ANCHOR, CENTUARY, GREENLAM make or equivalent quality as approved by architect.
9.	Melamine Polish	ICI, ASIAN PAINTS, Royal touché premium acrylic emulsion paint or equivalent quality as approved by architect.
10.	Nails & Screws	HAMMER, NETTLEFOLD or equivalent quality as approved by architect.
11.	Adhesives	FEVICOL mfg. by Pidilite.
12.	Switches	Norisys or equivalent quality as approved by architect.
13.	Glass Film	LG Hausys, 3M or equivalent make as approved by architect.
14.	Custom Design Wall Paper	Product by “Urban House” specifications as specified or equivalent as approved by architect.

- ii. The chairs are not included in the estimate.
- iii. The white goods like TV etc., gadgets for webinar, Wi-Fi, router, cabling, microphone, etc. is not included in the system. The Exim Bank vendor will have to coordinate with the contractor to set up the system with the contractor.
- iv. The Covid-19 test and other miscellaneous expenditure due to the society rules and regulations additional expenditure is not included in the estimate.
- v. The professional architects' fees are not included in the estimated cost.

10. Drawings



INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for “Webinar room on 21st Floor”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

Sanction 4 – Compensation for Damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

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

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

- (1) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place_____

Date_____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

