

E-TENDER

FOR

Renovation of Washrooms & part renovation of pantry area at office premises

Tender Reference No: EXIM/HRO/2020-21/022

**Export-Import Bank of India
2nd Floor, 6-3-639/640, Golden Edifice
Khairatabad Circle, Hyderabad-500004
Ph. 91-40-23307816-21, Fax- 040-23317843
E-Mail: eximhro@eximbankindia.in**

Appointment of Architect and Work contract for renovation of Washrooms, Pantry & other minor plumbing works at Office Premises, Hyderabad office

Tender Document for	Appointment of Architect and Work contract for Renovation of Washrooms & part renovation of pantry area at office premises, Hyderabad office (Architect fees & Work contract fees to be mentioned in different bills)
Tender Reference No.	EXIM/HRO/2020-21/22
Tender Document Cost	₹ 5,000.00 (Non-refundable) (Demand Draft (DD) in favour of "Export-Import Bank of India" payable at Hyderabad
EMD Amount (to be refundable after one year from the date of contract)	₹ 75,000.00
Last Date of Acceptance of E-Tender Document Cost, IP Agreement, TenderCost	November 24,2020 05:00 PM (Tender Document DD to be submitted)
Place of Submission of DD and IP Agreement original document and Tender Document Cost	Export-Import Bank of India,2nd Floor, 6-3-639/640, Golden Edifice, Khairatabad Circle, Hyderabad- 500 004(On ₹500 non judicial stamp paper)
Date of Online Notice	October 29,2020 2.00 PM
Document Downloading Start Date	October 29,2020 2.00 PM
Document Downloading End Date	November 23,2020 05:00 PM
Tender Clarification and Pre Bid Meeting	Location: Exim Bank, Hyderabad Office (All queries will be answered during pre-bid meeting only) 30 th October 2020; Timings between 10.30AM and 4.30 PM
Opening of Tender	November 24,2020 05:00 PM

Address for Communication	Export-Import Bank of India, 2nd Floor, 6-3-639/640, Golden Edifice, Khairatabad Circle, Hyderabad- 500 004 Ph. 91-40-23307816-21, Fax- 040- 23317843
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.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection.
2. Operating system – Windows 7/ Windows 10.
3. Digital certificate - Class II or III, signing + Encryption, and it should be organizational certificate only.
4. Vendor registration can be done online by opening Website:
<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 – 380 006
 Gujarat, India
 Phone: +91 (79) 40230 813/14/16/18/03
 Fax: +91 (79) 40230847

CONTACT INFORMATION FOR TENDER ENQUIRIES at Exim Bank.

Export-Import Bank of India
 2nd Floor, 6-3-639/640, Golden Edifice
 Khairatabad Circle, Hyderabad
 Ph. 91-40-23307816-21, Fax- 040-23317843
 E-Mail: eximhro@eximbankindia.in

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Mandatory Information Required for Prequalification of the Tender

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.

Background and Purpose of the Tender

The Bank has own premises for Hyderabad Regional office located at the above-mentioned address. The project aims at renovating the 5 washrooms, pantry & other minor plumbing works for the Bank's Officers as per the BOQ (Bills of Quantities-mentioned in the scope of work).

Eligibility Criteria of the Bidder

SR.NO.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE Uploaded	COMPLIANCE (YES/NO)
1	The bidder should have a minimum 05 years of total experience in Renovation of premises viz. Office/commercial Premises. The firm should be based in Telangana.	Purchase Order/Work Experience Certificate with contact details, designation of the officer	
2	The bidder must have GST registration number and must be a registered vendor in India under the Companies Act, 1956 or Companies Act, 2013.	Certificate of incorporation & GST registration number	
3	The bidder must have an average turnover of not less than ₹1 Crore for the last 5 years (FY 2015-16, 2016-17, 2017-18, 2018-19, 2019-20).	Audited Balance Sheets for 5 FYs must be uploaded.	

4	<p>Satisfactorily executed at least five projects for renovation of commercial/ office premises for a Government Organization/PSU/PSB or reputed Corporate, Cooperative residential societies, since January 2015 of value</p> <ul style="list-style-type: none"> • 3 works of ₹0.50-₹0.75 Cr. each OR • 2 works of ₹0.5Cr.each <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • 1 work of ₹1 Cr. 	<p>Purchase Order/work completion certificate received from the Employer with amount, designation, contact details of the organization mentioned over it.</p>	
5	<p>The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexures.</p>	<p>Upload with office stamp & authorized signatory (copy of Annexures).</p>	
6	<p>Integrity Pact Agreement (IPA) to be executed</p>	<p>Download the IPA (attached as Annexure -III) and sign on ₹500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Hyderabad Regional office, Hyderabad within the date and time mentioned in the tender document.</p>	

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).

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/HRO/2020-21/22**)

1. The price once submitted cannot be changed. Architect fees & Work contract fees will be mentioned in different bills.
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: -

UNDERTAKING FROM THE BIDDER

To,

Ms. Poornima Busi
Deputy General Manager & Regional Head
Export -Import Bank of India
6-3-639/640, Khairatabad Circle
Hyderabad-500004.

Dear Sirs,

Ref: "Appointment of Architect and Work contract for renovation of Washrooms, Pantry & other minor plumbing works at Office Premises, Hyderabad office"

Ref. No: EXIM/HRO/2020-21/22

Having examined the e-tender details, terms and conditions, prepared by you, I/we hereby offer to execute the above works at the respective rates, which I/we have quoted for the items in the schedule of quantities as per your terms and conditions mentioned in the tender.

I/we herewith deposit **₹75,000 (Rupees Seventy five thousand Only)** by demand Draft or Banker's Cheque drawn in favour of **Export-Import Bank of India** as Earnest Money Deposit (EMD) for the execution of the works at my/our tendered rate together with any variations should the contract be awarded to me/us.

In the event of this e-tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/we do hereby bind myself/ourselves to forfeit the aforesaid deposit **₹75,000 (Rupees Seventy five thousand Only)** in the event of our refusing or delay in signing the Contract Agreement. I/we agree not to employ Subcontractors without the prior approval of the EXIM Bank.

I/we agree to pay all applicable taxes prevailing and be levied from time to time on such items for which same are liable.

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

I/We agree that in case of my/our failure to execute work in accordance with the scope of work provided, Exim Bank reserve the right to terminate my contract and forfeit the Earnest Money Deposit paid by me in addition to recovery of all dues to the Exim Bank from the payment receivable by me. Further, I may also be barred from tendering in future for Exim Bank Contracts.

I/we enclose the demand draft/banker's cheque for **₹75,000** towards **Earnest Money Deposit**. I/We agree to keep our e-tender open for 120 days from the date of opening.

NAME:

ORGANISATION:

DESIGNATION:

PLACE & DATE:

INSTRUCTIONS TO BIDDERS

1. Location: Export-Import Bank of India, 2nd Floor, 6-3-639/640, Golden Edifice, Khairatabad Circle, Hyderabad- 500 004.

- 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.

2. Submission of Tender:

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

3. 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.

4. Transfer of Tender Documents:

Transfer of tender documents purchased by one intending Bidder to another is not permitted.

5. Bid Validity Period:

Tenders submitted by Bidders shall remain valid for acceptance for a period up to 120 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.

6. 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.

7. Rates:

The EXIM Bank is not concerned with any rise or fall in the Service/Machinery charges during price validity period of 120 days from tender opening date.

8. Payments:

The payment of the services will be paid monthly after being certified by the Architect only within 30 working days from original correct hardcopy of invoice submission date.

9. Signing of the contract:

a) The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 20 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

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 **“Renovation of Washrooms, Pantry & other minor plumbing works at Office Premises, Hyderabad office”**. 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).

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. 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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractor(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 any and all payments made, is 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 an incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) In case 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.

- (1) 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.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.

- (8) 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)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1: _____
(Name & Address)

Witness 2: _____
(Name & Address)

GENERAL CONDITIONS OF THE CONTRACT

1. Notification of award and signing of Agreement

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

2. Performance Guarantee

Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract.

- Performance Guarantee shall be given in the form of Demand draft in favour of Export-Import Bank of India payable at Hyderabad issued by a Nationalized/Scheduled Bank.

3. Corrupt or Fraudulent practices

Exim Bank requires that the Tenderers/Suppliers Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Exim Bank:

- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank's contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Exim Bank contract.

4. 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 Telanagan shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

5. Employer's Decisions

Except where otherwise specifically stated the Bank will decide contractual matters between the Bank and the Contractor

6. Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities and the Employer.

7. Personnel

- a. The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by Exim Bank from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
- b. If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure

that the person leaves the Site within seven days and has no further connection with the work in the Contract.

8. Contractor's risks

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

9. Insurance

- a. The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the names of the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period).
 - 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
 - d. Contract including the Contractor's liability for damage to the Employer's property, the building where site is located other than the Works and
 - e. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel.
10. The Contractor, in preparing the tender, shall rely on his own site investigation and the tender data.
 11. The Contractor shall construct the Works in accordance with the Specifications and Drawings.
 12. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the phasing program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.
 13. The Contractor shall be responsible for the safety of all activities on the site.

14. The Contractor shall allow the Bank personnel and any person authorized by the Bank 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.
15. The Contractor shall carry out all instructions of the Bank which comply with the applicable laws where the Site is located.
16. The proposed works shall be completed within 120 days from the award of the contract. The deadline for completion of the works may be extended by a maximum period of 10 days only. And for any delay beyond this period, the contractor may be penalized Rs. 10,000/- per day of the delay.
17. Defect Liability Period: The defect liability period for the project will be 1 year from the completion of the works and the Contractor shall have to rectify any defects in construction free of cost during this period.
18. The Bank 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.
19. The Bank shall give notice to the Contractor of any Defects before the end of the Defect Liability Period, which begins at the Completion of the works. 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 specified Defect at the earliest.
20. If the Contractor has not corrected a Defect within the specified time, the Bank will assess the cost of having the Defect corrected, and the Contractor will pay the amount.
21. Variations shall not be made by the Contractor without an order in writing by the Employer.
22. 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.

23. If the rates for additional, substituted or altered item of work cannot be determined, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

24. Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

25. Submission of bills for payment

25.1 The Contractor shall submit monthly bills of the value of the work completed less the cumulative amount paid previously.

25.2 The consultant will check the Contractor's bill with measurement sheet and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

25.3 The Bank may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

26. Payments

26.1 No Mobilization advance or advance against materials would be paid. Adhoc payment may be made to Contractor at the discretion of the Bank & Consultant 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

26.2 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.

26.3 The items of works as well as the approximate quantities against these items, as given in the schedule of quantities, should not be ruling criterion but precise quantity of works to be carried out by the tenderer shall be paid on the basis of the actual measurements of completed work as per the provisions of the contract.

27. Tax

The rates quoted by the Contractor shall be inclusive of GST, royalty, ESI or any other tax or duty levied by any Government and public bodies, etc. The rates shall be firm and shall not be subject to cost escalation of labour and material and exchange variations, labour conditions and other conditions whatsoever.

28 Liquidated damages

28.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date.

The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

28.2 If the Intended Completion Date is extended after liquidated damages have been paid. The Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

29 Cost of Repairs:

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

30 The Contractor shall request the Bank to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

31 Termination

- a. The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- b. Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) The Contractor stops work and the stoppage has not been authorized by the Employer.
 - (b) The contractor becomes bankrupt and goes into liquidation other than for a reconstruction or amalgamation.
 - (c) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
 - (d) The Contractor does not maintain a security which is required;
 - (e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
 - (f) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to

influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among

Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition." .

32 Payment upon Termination

- a. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- b. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance of payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

33 Release from performance

If the Contract is frustrated by any event entirely outside the control of either the Bank or the Contractor the Bank shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

SPECIAL CONDITIONS OF CONTRACT

1 GENERAL:

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

2 DRAWINGS:

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

3 WORK TO BE CARRIED OUT BY LICENSED PERSONS/FIRMS:

Technically competent persons or firms holding valid licenses shall only carry out any special service installations included in the scope of the Work.

4 REFERENCE DRAWINGS:

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

5 SHOP DRAWINGS:

5.1 The Contractor shall submit, during the currency of the project, to the Consultant, three (3) copies of all shop drawings for his approval. Shop drawings shall be submitted generally for the following:

- i.. Construction and installation details
- ii.. For specific areas requiring detailing as called for by the consultant- Panels, DB's, Circuit & Conduit Layouts , piping routes for Sprinklers etc,
- iii.. Manufacturer's and/or Contractor's fabrication drawings for equipment supplied by Contractor.

6 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.

7 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.

8 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.

9 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.

10 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.

11 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 Consultant. 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.

12 APPROVAL BY STATUTORY BODIES:

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

13 LABOUR WAGES:

The Contractor shall have no claim whatsoever, if on account of any rules and regulations or otherwise, he is required to pay wages in line with the minimum wages mandated by the Labour Department.

14 MOBILISATION ADVANCE:

No Mobilization advance shall be paid.

15 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.

16 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.

17 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.

18 ESCALATION:

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

19 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 other relevant constituents of the Bank.

20 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.

21 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.

22 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.

23 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.

24 EVALUATION OF TENDER

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

SCOPE OF WORK
ANNEXURE IV

EXIM BANK scope of work with estimate for 5 Washrooms works & Repairs at Pantry area						
I		Furnishing works				
	furnishing works	Lunch Area Flooring :Anti static Vinyl flooring of 2 mm thick	1200	sft		
II		Civil works				
1	Civil work	WALL PAINT: Painting with three or more coats of lusture paint of approved shade and colour of ICI/ Asian Paints/equivalent make to partitions, walls, ceilings, columns and any, including 3 coats of birla putty , smooth finish , labour material complete job	750	sft		
2	Civil work	Ceiling paint: Painting with three or more coats of acrylic emulsion paint of approved shade and colour of ICI/ Asian Paints/equivalent make to partitions, walls, ceilings, columns etc.	150	sft		
3	Civil work	DRY PANTRY COUNTER WITH GRANITE:Providing and fixing pantry counter in 2' wide black granite top on twin cuddapah below 2" thk inclusive of mortar incl of 4" wide front facia of same finish with cutout to take kitchen sink. Cutout edges	18	rft		
4	Civil work	WET PANTRY : Providing and fixing pantry counter in 2' wide black granite top on twin cuddapah below 2" thk inclusive of mortar incl of 4" wide front facia of same finish with cutout to take kitchen sink. Cutout edges	8	rft		
5	Civil work	cement plastering: Plastering of walls with 1/2" thick plaster in 1:4 cement mortar, applied smooth and cured, complete on existing Brick walls, Columns, etc..	900	sft		

6	Civil work	Water proofing of toilets and other areas :Providing,making, supplying, mixing and applying two coats of ready-to- use two-component acrylic polymer, modified cement base, flexible water-proofing slurry or approved equivalent to a thickness of 2 mm over the bottom and sides of toilet and pantry	600	sft		
7	Civil work	Flooring: Anti SkidCeremic floor tiles in washroom Providing Dado of 16" x 16" ceramic tiles in toilets in cement paste, joints filled with white cement slurry pigmented to match shade of the tile and finished neat, allowing for necessary specials for rubbing down the edges at corners and 'other location	300	sft		
8	Civil work	WALL DADO IN TOILET and pantry: Providing,making, supplying, mixing and applying two coats of ready-to- use two-component acrylic polymer, modified cement base, flexible water-proofing slurry or approved equivalent to a thickness of 2 mm over the bottom and sides of toilet and pantry	1500	sft		
III		Sanitary & plumbing works				

09	Internal G.I. Plumbing work. (Toilets + Pantry)	Providing and fixing 1/2" / 3/4" / 1" G.I. 'C' grade pipes of TATA make for distribution in toilets/pantry including 'chase cutting, chase filing, coat of primer/ antirust paint at all joints, proper insulation in Jute cloth and Black japan treatment	5	L.sum		
10	PVC pipes (Toilets + Pantry)	Providing and fixing 3" / 4" PVC pipes of Supreme make of required size with special fittings, traps, bends, floor traps, etc. including chemical sealed joints as required at site and making necessary connections with existing lines for WC & water-	7	L.sum		
11	Pantry sink	Providing and fixing Pantry Sink of SS make of 21" x 18" size local reputed brand. including all mountings, waste fittings, angle valves etc. all in Stainless Steel finish. complete as per sample	1	nos		
12	WC	Providing and Fixing W. C. of wall- hung or Floor mounted as per site, local reputed brand with cistern, off- white colour on chair brackets incl. all mountings, seat-cover, jet-spray, angle-valve, CP fittings etc. complete	5	nos		
13	Urinal(Sensor based)	Urinal with partition	1	nos		
14	Bib cock Jaguar make(Sensor based)	Providing and Fixing in position Bib	5	nos		
15	Stop Cock Jaguar make	Providing and fixing in position Stop Cock. As above	5	nos		

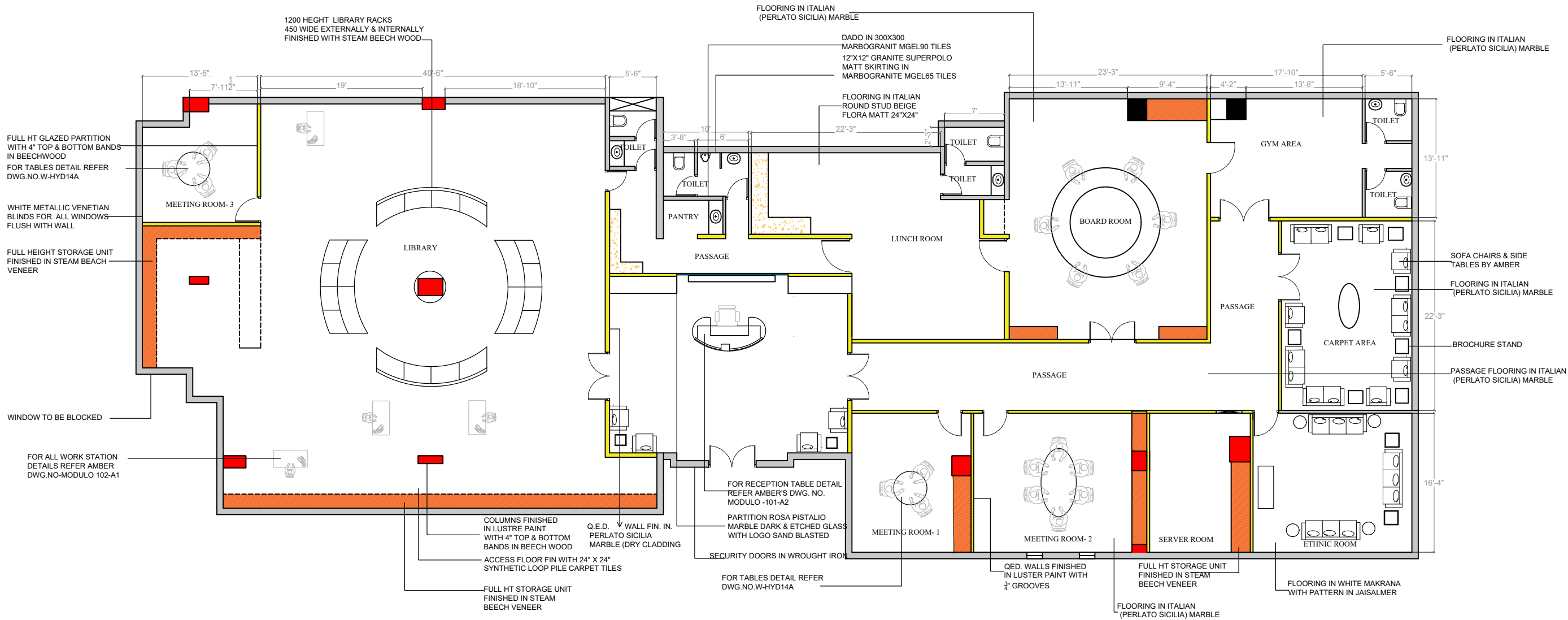
16	Nahni traps Jaguar make	Providing and fixing Nahani Trap, Insect-Proof type as per approved sample in toilets and pantry.	10	nos		
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17	Robe hooks Jaguar make	Providing and fixing in position 2-prong SS robe-hooks in toilets.	5	nos		
18	Soap dispensers Jaguar make	Providing and fixing in position liquid-soap dispenser as per approved sample - Kimberly Clarke/ Equivalent	5	nos		
19	Towel rails Jaguar make	Providing and fixing in position Towel Rails, heavy-duty 20mm dia 600 mm long SS/CP with concealed fixing arrangement	5	nos		
20	Mirrors	Providing and fixing Mirrors of Modifloat make 8.0mm thick selected quality Modifloat make with 12 mm shuttering plywood (marine grade) frame backing finished in emulsion paint, mounted on mirror screws (heavy duty). On Brass D brackets as per design	30	sft		
21	Two in one Bib cock with Jet Spray, Sieko Deluxe	Providing and Fixing in position Cock, heavy duty brass chromium- plated, of approved make	5	nos		
22	Angle Cock, Sieko Deluxe	Providing and Fixing in position Cock, heavy duty brass chromium- plated, of approved make	10	nos		
23	Kichen Sink Cock, Sieko Deluxe	Providing and Fixing in position Long body Cock, heavy duty brass chromium-plated, of approved make	1	nos		
24	Soap Dishes	Pelf Series, Heavy Duty Brass, Approved Make	5	nos		
25	Tissue Paper Holders	Pelf Series, Heavy Duty Brass, Approved Make	5	nos		
26	Small Washbasins inside WC's	Providing and fixing 16 inch Wash Basins of local reputed brand in off white color including all mountings, waste-fittings, pillar cock(sensor based), bottle- traps, spout, angle-valves etc. all in SS plated finish as per sample.	5	nos		

27	Gypsum Board ceiling	Providing and fixing False Ceiling as per India Gypsum Specifications made of standard G.I. Sections and 12mm thick gyp board sheets inclusive of all hangers, edge members and other clips complete, with sheets fixed with proper Philip fastner by pow	150	sft		
28	ARMSTRONG Grid Ceiling	600x600 mm tegular edge, fine fissured tiles with recessed 15mm framework	150	sft		
29		ELECTRICAL WORKS: rewiring all the existing circuits with relevant guage of wires , changing and providing new MCBs and switch gears in the existing panel, changing of existing Switches and sockets with new ones , and providing points and new conduits wherever necessary, complete job with labour material, transportation.	650	sft		
IV		Demolition works				
30	Removal of Toilet	Disconnecting and removal of old pipelines	5	job		
31	Disposal of Debris	Removing and disposing of debris at indicated location off site, keeping the site clean and create area for working.	3	trucks		

32	Removal of Dado	Removal of existing dado from walls incl of disposal of debris at indicated location off site.	1200	sft		
33	Ceiling	Ceiling	350	sft		
34	Breaking of vitrified tiles	Breaking of vitrified tiles	300	sft		
35	Demolition of partition	Demolition of partition	100	sft		
36	Breaking of Wall	Breaking of Wall	0	sft		
37	Breaking of loft	Breaking of existing washroom loft	5	nos		
38	Removal of Doors	Removal of Doors	9	nos		

39	Demolition of washbasin counter	Demolition of washbasin counter	5	nos		
40	Removal of Toilet	Disconnecting and removal of old wcs	5	nos		
V	Structural designing & Blue print of premises	will provide before inception of the above-mentioned works	NA			
	Total without taxes					₹ 0.00
	Kindly note that all quantities are approximate , billing will be done as per work executed & final measurements					
	Rates quoted are excluding taxes					



DWG BY:	CHECKED BY:
MD.FARAZ	SAMUEL SUNIL
CARPET AREA	6920.305 SFT
DATE :01-01-2020	

 **J. BROTHERS**
Interiors & Infra
3-5-807/1/C/1, Hyderguda
Hyderabad - 500029