

**E-TENDER
FOR
PURCHASE OF RESIDENTIAL FLATS IN MUMBAI CENTRAL/MAHALAXMI,
MUMBAI**

Tender Reference No: EXIM/RFP/2020-21/38

**Export-Import Bank of India
Center One Building, 21st Floor
World Trade Centre Complex, Cuffe Parade,
Mumbai – 400005
Phone : 022-22172839/22172831**

SCHEDULE OF EVENTS

Tender Documents for	Purchase of residential flats in Mumbai Central/Mahalaxmi, Mumbai.
Tender Document Cost (Payable by DD in favor of Export Import Bank of India)	₹5000/- (Rupees Five Thousand Only) (Non-refundable) (Demand Draft (DD) in favour of "Export-Import Bank of India" payable at Mumbai
Last Date for acceptance of Tender Document fee	February 01, 2021, 14:00 Hrs.
EMD Amount (Payable by DD in favor of Export Import Bank of India)	₹200,000/- (Rupees Two Lakh Only)
Date of Online Notice	January 15, 2021, 17:00 Hrs.
Document Downloading Start Date	January 15, 2021, 17:00 Hrs.
Document Downloading End Date	February 04, 2021, 17:00 Hrs.
Tender Clarification and Pre-Bid Meeting Date	January 25, 2021, 14:00 Hrs. (Location: Exim Bank, Head Office, Mumbai. All queries will be answered during pre-bid meeting only)
Last Date and Time for Submission of bid	February 04, 2021, 18:00 Hrs.
Date and Time of opening of Technical Bids	February 05, 2021, 11:00 Hrs. Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
Opening of Indicative Price Bids	Financial Bid of technically qualified bidders only will be opened on a subsequent date after evaluation of Technical Bids by Exim Bank.
Contact Details of the issuing department	Name: Mr. Kiran Patil Designation: AGM – Administration Export-Import Bank of India, Mumbai Contact Number: 022 22172841 Email: kiran@eximbankindia.in cc: shikha.s@eximbankindia.in
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.

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
- iv. Vendor/bidder 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

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

BACKGROUND AND PURPOSE OF THE TENDER:

Exim Bank owns residential apartments at various locations in Mumbai for officers of the Bank. However, with increase in number of manpower, a need has arisen to buy more flats in close proximity of the office. This e tender aims to purchase one 3 BHK & one 4 BHK flat in Mumbai Central/Mahalaxmi, Mumbai.

INFORMATION FOR BIDDERS:

1. Bids shall be submitted online only at website:

<https://eximbankindiaTender/Bids.procuretiger.com/EPROC/>

2. The Bidders can enroll themselves on the website: <https://eximbankindiaTender/Bids.procuretiger.com/>. Possession of a Valid Class II/III Digital Signature Certificate (DSC), if applicable, in the form of smart card/e-token in the individual/entity's name is a prerequisite for registration and participating in the bid submission activities through this website.

3. The Bidders should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the bid documents should be authorized for submitting the online e-Tender/Bid.

4. Please go through the Tender/Bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid.

5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. Please Make sure all format asked as per Sr Nos 4 and 5 of Tender/Bid document are properly uploaded on online Website for E-Procurement
<https://eximbankindiaTender/Bids.procuretiger.com/>

7. This Invitation for Bids is open to all. Any person signing the Tender/Bid shall submit documentary evidence that his signature on the Tender/Bid, submitted by him, is legally binding upon individual/entity. If it is detected that the person so signing the Tender/Bid has no authority to do so, the General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender/Bid and hold the signatory liable for all costs and damages. Bidders who meet the criteria given herein are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements.

8. Bidders must get acquainted with the, conditions of contract and other conditions carefully before Biding. The Bidder shall seek clarifications on January 25, 2021, 14:00 Hrs, if required, prior to submitting the bid. No request of any change in conditions for want of information on any particular point shall be entertained after receipt of the bid document.

QUOTATION BID NOTICE:

1. Export-Import Bank of India (EXIM Bank) , a corporation established under the Export-Import Bank of India Act 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “Purchase of residential flats in Mumbai Central/Mahalaxmi, Mumbai for Export-Import Bank of India”.

2. The mode of Tender/Bidding is through e-Tender/Bidding. E-Tender/Bidding is the process by which the Tender/Bidding activity is carried out using internet and associated technologies in a faster and secure environment.

3. Vendor registration can be done online by opening Website: <https://eximbankindiaTender/Bids.procuretiger.com>

4. Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.

5. Tender/Bid document will be allowed for download from above website after successful vendor/bidder registration (hard copies of the Tender/Bid document will not be provided) and submission of Tender/Bid document cost.

6. Contact information for e-tender/bid process:
e-Procurement Technologies Limited B-704-705,
Wall Street - II, Opp. Orient Club, Nr. Gujarat College,
Ellis Bridge, Ahmedabad - 380006,
Gujarat (India)
Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895
Primary Contact Numbers:- M:- 9081000427/ 09904406300
E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

7. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons therefore. Also the Bank can annul the e-Tender/Bidding process at any point without assigning any reasons.

EARNEST MONEY DEPOSIT (EMD):

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

- i. ₹200,000/- (Rupees Two Lakh Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of “Export-Import Bank of India” Payable at Mumbai.
- ii. EMD will not carry any interest.
- iii. EMD will be refunded to the unsuccessful bidders after finalization of the bid.
- iv. EMD of successful bidder shall be returned after execution of agreement and incidental documents (the DD of the unsuccessful bidder shall be returned as it is and no DD making/cancellation charges will be paid by the Exim Bank).
- v. The Earnest Money Deposit submitted by the bidder may be forfeited if,

- a. Successful bidder fails to execute an Agreement and other incidental documents within specified time as per intimation/request of the EXIM BANK,
- b. Successful Bidder withdraws his/her tender or backs out after acceptance,
- c. Bidder withdraws his/her tender before the expiry of validity period stipulated in the bidding document,
- d. Bidder violates any of the terms and conditions of the tender,
- e. Bidder is found to have indulged in fraudulent practices in the bid submission process.

GENERAL CONDITIONS:

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Agreement with the successful Bidder (i.e. Seller in the Agreement) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

i. Law: The Agreement shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

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

iii. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in sale of the flats or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present tender or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act by the Seller or on behalf of the Seller to any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may

deem proper, including but not limited to termination of the bid, imposition of penal damages, forfeiture of the EMD and refund of the amounts paid by the Buyer.

iv. Due diligence by Exim Bank: after Financial Bids are accepted, Exim Bank shall conduct due diligence of residential flats which may take upto a maximum of 2 (two) months. The vendor agrees to co-operate with Exim Bank and its professionals in any and all manner for the purpose of the said due diligence.

v. Force Majeure:

a. "Force Majeure" shall mean any event being acts of nature or acts of public enemy or acts of war or terrorism or riots or civil disorders or rebellions or revolutions or acts of Government of India/State of Maharashtra in their sovereign capacity or epidemics or pandemics or any order of court or authority or tribunal or any cause beyond reasonable control of either Party, which affects or disrupts or hampers the performance by any of the Party of any of its obligations under this Agreement.

b. In the event there is an occurrence of Force Majeure event, then in that event the Party affected by Force Majeure event shall be excused for such non-performance of its obligations during the occurrence or existence of Force Majeure event and in such an event Exim Bank shall not be liable for payment of any Fees to the bidder.

c. In the event there is an occurrence of Force Majeure event, the Party whose performance is affected or prevented by a Force Majeure event shall immediately inform the other Party in writing about the existence or occurrence of Force Majeure event within 10 (ten) days from the occurrence of Force Majeure event. Exim Bank alone shall decide as to whether the event is an event of Force Majeure or not.

d. Once the Force Majeure event ceases then on cessation thereof, the Party whose performance is affected or prevented by a Force Majeure event shall continue to perform its obligations under this Agreement. The Party whose performance is affected or prevented by a Force Majeure event shall also immediately inform to the other Party in writing when the Force Majeure event ceases.

e. In the event of existence of such Force Majeure event, the Term of this Agreement shall stand extended for the same period that is of the existence of Force Majeure event.

vi. Termination: The Buyer shall have the right to terminate the bid of the successful bidder in part or in full on happening of any of the following events:

a. At any point of time prior to the registration of the final Agreement for Sale for residential flats without assigning any reason.

b. An interim resolution professional or resolution professional or liquidator is appointed in respect of the Seller.

c. The Seller is declared bankrupt or becomes insolvent or files an application for winding up.

d. The Buyer has noticed that the Seller has utilised the services of any agent in getting this bid and paid any commission to such individual/company etc.

e. If due diligence conducted for the residential flats is not satisfactory to the Buyer.

f. With mutual agreement.

g. As per decision of the sole Arbitrator/Arbitration Tribunal.

vii. Notices: Any notice required shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail or email, addressed to the last known address of the party to whom it is sent.

viii. Amendments: No provision of Agreement shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of Agreement and signed on behalf of both the parties and which expressly states to amend the Agreement..

ix. Validity: Bids submitted by bidders shall remain valid for acceptance for a period up to 90 days from the date of opening of Technical Bids or Financial Bids. The bidders shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel their bid or to vary the bid given or any terms thereof.

OTHER TERMS AND CONDITIONS: -

1. The terms and conditions shall form part of the tender/bid to be submitted by the bidder to EXIM Bank.

2. Tender/Bid document received by the Bank after due date and time i.e. after February 04, 2021, 18:00 hrs. shall be rejected outright.

3. All columns in the tender document must be duly filled and no column should be left blank. "Nil" or "Not Applicable" should be marked where there is nothing to report. All the pages of the tender documents should be signed by the authorized signatory of the bidder. The Bank reserves the right to reject tenders which are incomplete or where information submitted is found incorrect.

4. The offer should remain valid at least for a period of three months (90 days) from the date of opening of Technical Bids or Financial Bids. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of price and other terms and conditions quoted in the Technical and Financial bids. In case, validity period needs to be extended for final shortlisted bidder, the same may be done, if both parties mutually agree. An undertaking to this effect should be submitted along with the Technical Bid.

5. Age of the flat shall not be more than 10 years.

6. Canvassing in any form will automatically disqualify the offer.

7. Property should be situated in good residential area in specified locations with congenial surroundings and proximity to public amenities like Educational Institutions (Schools/Colleges), Hospitals, Market place, Post office, Police Station, Bank, Railway Station etc.

8. Offers of extended constructions/ retro-fitting over the existing buildings with external columns will not be considered.

9. Exim Bank will not make any advance payment. Payment will be made by Account Payee cheque/pay order or RTGS/NEFT only as per the statutory guidelines.

10. The particulars of amenities provided / proposed to be provided inside the flat, building,

complex should be furnished in the Technical Bid.

11. No brokerage will be paid by the Exim Bank.

CARPET AREA:

12. The carpet area would mean the usable carpet area at any floor level and includes all internal partitions, walls, columns, door jambs, bathrooms, toilets, kitchen, pantry, bedrooms, living and dining area, balconies, servant room, any other livable area.

The minimum net usable floor area of the flat/unit should not be less than 1700 sq. ft. for 3BHK and 2200 sq. ft. for 4 BHK excluding balconies, flower beds etc. Please mention the chargeable area of balcony.

13. Technical Bids will be opened on February 05, 2021 at 11:00 hrs. at, Export-Import Bank of India, 21st Floor, Center One Building, Cuffe Parade, Mumbai - 400005 in the presence of the bidders authorized representatives. All the bidders are advised in their own interest to be present on the date at the specified time. No separate intimation will be given in this regard.

14. The short-listed properties based on Technical Bids will be visited by Bank Officials (committee) /empanelled valuers &/or Architect within 20 days from the date of acceptance of Technical Bids for assessing the valuation and to verify the quality of construction, materials used, etc. The bidder should cooperate and provide the requisite information / documentary proof to the visiting officials / Bank's approved valuers for verification.

15. The residential flats offered should be free from encumbrances and have clear and marketable title. Adequate documentary evidence to this effect should be furnished along with the Technical Bid. EXIM Bank alone has authority to decide whether title of residential flats are free from encumbrances and have clear and marketable title and bidder has ownership of the residential flats.

16. All the title documents required by EXIM Bank for verification of the clear & marketable title of the residential flats should be submitted.

17. The bidder, at their own cost, shall obtain Income Tax and other statutory clearances as and when required in respect of the residential flats.

18. The following documents to be enclosed with the offers:

- i. RERA Registration Certificate, if project is registered with RERA.
- ii. Registered agreement, if applicable.
- iii. Copy of sanctioned plan and layout, including sanctions from all relevant Authorities.
- iv. Copy of title investigation and Search Report along with copy of Title Deed documents. **Any discrepancies found in title of the property, at any stage of the bidding process, will lead to outright rejection of the bid and the EMD shall be forfeited.**
- v. Commencement Certificate from competent authority.
- vi. Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority.
- vii. Site plan copy.

viii. Occupation certificate.

If any of the above documents are not available, the same may be submitted to Exim Bank within 7 working days, on demand by the Exim Bank.

19. Bank reserves the right to accept or reject any or all the tenders / offers without assigning any reason whatsoever.

20. Any dispute arising in this regard shall be subject to jurisdiction of courts in Mumbai only.

21. The final agreement to sale would be executed as per Bank's standard format. However, Bank reserves the right to accept or reject any changes to the agreement to sale (if situation arises).

22. If any document is required from the bidder or any document is to be executed by the bidder or any certification is required from any person/authority in respect of purchase of the flat as and when required by the Exim Bank, shall be provided by the bidder, as and when called upon by Exim Bank.

SPECIAL TERMS & CONDITIONS:

1. The offer shall be valid for 3 months (90 days) from the date of opening of technical bids or financial bids. During the validity period of the offer, bidder/ offerer shall irrevocably undertake not to withdraw / modify the offer in terms of price and other terms and conditions. If required, this validity period may be extended by Bank in consent with Technically qualified Bidders.

2. The rates quoted per sq.ft. for carpet area should be inclusive of all charges & taxes whatsoever i.e. car parking area charges, maintenance charges, formation of society & apex body charges, electricity/water/gas connection charges, corpus fund for club house, GST & all taxes etc). Nothing over and above quoted will be payable. Maintenance charges will be paid after the possession of the flats.

3. EXIM Bank shall only pay stamp duty and registration fees and all other charges in respect of the residential flat shall be borne by the bidder/individual including Collector, society and other charges payable to any person.

4. The bidder whose offer is finalized should execute the final Agreement simultaneously with possession of the flats complete in all respects within the time frame informed by the Bank.

5. Payment Terms:

a. 95% of the total purchase price mentioned in Financial Bid, based on the joint carpet area measurement of both the flats will be paid at the time of Registration of Agreement.

b. In case of bidder being builder/developer, balance 5% of the cost will be held as retention money towards the defect liability period, to be payable after period of one year. The same would be kept in the form of a Fixed Deposit in the name of the bidder and released post completion of defect liability period. During defect liability period of one year (from the date of possession), the bidder has to undertake all repairs / structural repairs to the building internal / external at his own cost.

6. Intending bidders are advised to sign and stamp all the pages of technical as well as financial bid.

7. TDS and any other taxes, as applicable, shall be deducted as per applicable statutory rules/norms, while making payment to the owner.

EVALUATION PROCESS:

1. Export-Import Bank of India (Exim Bank) invites proposal / offers in CQCCBS (Combined Quality cum Cost Based System) basis for purchase of ready-to-move-in (OC received Projects only) residential flats in RERA registered projects or projects registered before RERA from reputed builders / developers or individuals can bid with registered agreement at the following location:

Sr. No.	Locations	Type & No. of Flats	Carpet Area (sq. ft.) *	Minimum No. of parking
1	Mumbai Central/Mahalaxmi, Mumbai	3 BHK - 1 No.	2000 - 2500	2 parking
		4 BHK - 1 No.	3000 - 3500	3 parking

* As per point no. (12), under other terms and conditions the carpet area variation will be \pm 15% subject to actual measurement. However, Bank reserves the right to modify the variation in size and quantity (upto 25%) as per requirement and responses.

Tender forms and complete details are available on Bank's website <https://www.eximbankindia.in/tenders-and-notices#> from 15/01/2021 to 04/02/2021.

Corrigendum/ Addendum, if any, shall be communicated through Bank's website only. Intending bidders are requested to visit Bank's website regularly, till last day of submission.

2. All the offers received will be scrutinized and short listed by the designated Committee authorized for the purpose. Based on the required specification and details submitted by the bidders, a committee of officials will visit the offered sites for inspection / verification. The offerer should have sample flat or flat proposed to be sold in ready condition for the inspection of committee, immediately after opening of the 'Technical Bid' (Photographs of sample flat should be attached with Sign & Seal of Bidder 'Technical bid'). All such short listed offers will be further inspected and examined by the Committee and will be further evaluated on the qualitative aspects on various parameters. The detailed list and marks assigned to each parameter are as under:

Sr. No.	Parameters	Maximum Marks
1	Locational factor: Offered property should be located in good residential area in the vicinity of educational institutions (schools/colleges), hospitals, marketplaces, post office, police station, Bank, Railway Station	45
2	Quality of construction, specification of internal fixtures / finishing items i) Excellent (30 marks) ii) Good (20 marks) iii) Average (10 marks)	30

3	Internal layout of flats and layout of building in complex (The lower the difference/ variation between the carpet area and the built-up area would be categorized under most suitable parameter. However, Bank reserves the right to modify the variation in size as per requirement and responses). i) Most suitable (25 marks) ii) Suitable (20 marks) iii) Good (15 marks) iv) Average (10 marks)	25
4	Additional Amenities i) Garden, Gymnasium, Swimming pool, Club House (20 marks) ii) Any three of sr.no. i) - (15 marks) iii) Any two of sr.no. i) – (5 marks) iv) None (0 mark)	20
5	Availability of car parking within the site i) Exclusive covered car parking (2 nos for 3BHK & 3 nos for 4BHK flat) - (Full marks) ii) Exclusive covered (2 nos for each flat) - (20 marks) iii) Open car parking (2 nos for each flat) - (10 marks)	30
6	Society Maintenance Charges i) Less than ₹ 8/- per sq ft. of Carpet Area (Full marks) ii) Between ₹ 8/- to ₹ 15/- per sq. ft. of Carpet Area (20 marks) iii) More than ₹ 15/- per sq. ft. of Carpet Area (10 marks)	30
7	Age of the property: Less than 3 years – (20 marks) Between 5 to 3 years – (15 marks) Between 10 to 5 years – (10 marks) More than 10 years (0 mark)	20
	Total	200

Minimum overall qualifying marks for above are 120 ($\geq 60.00\%$).

The various offers will be evaluated location wise and flats shall be purchased from the bidders who score the highest marks in CQCCBS (Combined Quality cum Cost Based System) basis. If number of flats offered by H1 (highest marks scorer) is less than the requirement, then flats will be purchased by the Bank from H2 for balance quantity.

Bidders are advised to note that evaluation of the offers will be under Combined Quality cum Cost Based System (CQCCBS) basis. The methodology under this system shall be as under: -

- Preliminary evaluation of the Technical bids will be done to ensure that the bidders fulfill the basic selection criteria as per detailed terms and conditions specified in the tender document.
- Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.
- Qualifying marks obtained by each bidder will be intimated to each bidder before opening of financial bid and will be allotted a weightage of 70% while the financial bids will be allotted weightage of 30%.

d. The Financial bids of only those bidders who qualify technically by obtaining a minimum qualifying mark of 60.00% (i.e. 120 marks) in their technical bid evaluation, will be opened.

e. Financial bid of the bidder with the lowest price will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly, technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score inversely proportional to the marks obtained by them.

f. The total score, both technical and financial, shall be arrived at by weighting the quality and cost scores and adding them up.

g. On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the bidders securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined score and ranked as H-1 will be invited for discussions, if required, and shall be considered for accepting his offer. The formula for working out the combined score will be as follows:

Total scores= T(w) x T (s) + F(w) x F(s)

T(w) stands for weightage for Technical score i.e 0.7

T(s) stands for Technical score evaluated

F(w) stands for weightage for Financial score i.e 0.3

F(s) stands for Financial score evaluated

An example, for reference and clarification purpose only, is given below: Suppose there are three bidders (A, B & C) qualified based on the marks obtained / in technical parameters and the marks obtained by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical bid (%)	Rate quoted () per sq. ft carpet area
A	80	15000
B	70	13500
C	75	14000

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

Bidder	Technical score	Financial score
A	100	90
B	87.5	100
C	93.75	96.42

Total score of the bidder will be as under:

$$A = 0.7 \times 100 + 0.3 \times 90 = 97 \text{ (H1)}$$

$$B = 0.7 \times 87.5 + 0.3 \times 100 = 91.25 \text{ (H3)}$$

$$C = 0.7 \times 93.75 + 0.3 \times 96.42 = 94.55 \text{ (H2)}$$

The order will be placed in favour of H1 after assessing the reasonability of the rates.
It is observed from the above that bidder (A) is H1 bidder and order shall be placed to him.
In case the H1 bidder (A) is unable to provide all the flats as per Bank's requirement, then Bank may purchase flats from H2, at its own discretion, at a rate agreed by H1 multiplied by proportionate marks obtained by H2 in technical evaluation.
As per above example = (Rate of H1) x 93.75/100
or the actual rate quoted by H2 in financial bid whichever is lower.

TECHNICAL BID:

PART A: General Information		
1	Tender reference number	
2	Details of vendor / firm / builder /owner:	
2.1	Name of the Owner/Co./Firm/Entity/Individual, etc.	
2.2	Address & Phone No.: FAX No. & E-mail address:	
2.3	Name of the contact person:	
2.4	Constitution of vendor / firm: (Whether Proprietary / Partnership /Pvt. Ltd. / Public Ltd. / PSU/Individual etc.):	
2.5	Copy of registered document between Developers and the land owners in case the land does not belong to the builder/individual:	
3	Marketability of Title of the vendor to the residential flats:	
3.1	Solicitor's / Advocate's name and address, Phone / FAX Nos.	
3.2	Detailed report of the Solicitor / Advocate for marketability of titles is to be enclosed:	
3.3	Details of encumbrances, if any	
4	Details of Property:	
4.1	Name of the owner	
4.2	Location & Address of the property	
	a. Name of the scheme/apartment	
	b. Flat No.	
	c. Sector No./Pin No.	
	d. Street	

4.3	Usage of property (as approved by Competent Authority) a. Residential	
4.4	Distance to public amenities (in Kms.)	
	a. Educational Institution (schools/colleges)	
	b. Hospital	
	c. Market place	
	d. Post Office	
	e. Police Station	
	f. Bank	
	g. Railway Station	
4.5	Details of locality – Type of locality a. Residential b. Commercial c. Shopping Complex d. Industrial	
4.6	Whether the locality is free from special hazards like fire, flood, etc. and is not located in a low-lying area (provide documentary evidence)	
4.7	Whether the locality has protection from adverse influence such as Encroachments, unauthorized hutments, Industrial nuisance, smoke, dust, noise, etc.	

PART B: Technical Information

5	Carpet Area Details (3BHK):		
5.1	Total Area of flat	sq.ft.	
5.2	Details of rooms	Dimension	Area (Carpet) (in sq.ft.)
	a. Hall/Living room		
	b. Bedrooms – i. ii. iii.		
	c. Kitchen		
	d. Study		
	e. Toilet		
	f. Bath/Toilet (combined)		
	g. Passages		
	h. Servant room		
	i. Balcony		

Carpet Area Details (4BHK):		
Total Area of flat		sq.ft.
Details of rooms		
a. Hall/Living room		
b. Bedrooms – i. ii. iii. iv.		
c. Kitchen		
d. Study		
e. Toilet		
f. Bath/Toilet (combined)		
g. Passages		
h. Servant room		
i. Balcony		
6	CONSTRUCTION SPECIFICATIONS / MATERIALS USED (separate Annexure may be used)	
	a. Floor	
	b. Internal Walls	
	c. External Walls	
	d. Doors/Windows	
	e. Kitchen	
	f. Bathroom	
	g. Dado in Kitchen and wall tiles in bathroom	
	h. Electrical Fittings,	
	i. Sanction of electricity load per flat	
	j. Separate meter installed per flat	
6.1	Age/ Condition of Construction/ Building:	
6.1.1	Construction not more than 10 years (Completion and occupation certificate with date to be enclosed/IOD Certificate/Sanction Plan)	
6.1.2	Whether structural stability certificate enclosed (Certificate shall be from Licensed Structural Engineer of Municipal Corporation)	
7	Details of boundaries and adjacent buildings:	

7.1	Boundary of the property a. North b. East c. South d. West	
8	Amenities provided in the Flat:	Nos.
	a. Fans	
	b. Geysers	
	c. Wardrobes	
	d. Exhaust Fans or Chimney	
	e. Electrical Fittings – Tubelights etc.	
	f. Washbasins and mirrors	
	g. Shower in bathroom / bathtubs	
	h. Any other facility like video door bell/intercom / telephone / dish antenna / internet, etc.	
	i. Details of internal furnishings	
9	Common facilities provided: (Give details)	
	a. Car Parking space and number of parking space	covered / Open
	b. Two-wheeler parking	covered / Open
	c. Power / Electricity	Adequate and available / Not available
	d. Water supply: Municipal Corporation. Borewell Overhead Tank	Yes / No Yes / No Give capacity
	e. Lifts and their nos., if any	
	f. Generator for emergency	
	g. Anti-lightening device	
	h. Security arrangements (fire- fighting/anti-burglary device etc.)	
	i. Proper sanitary / sewerage system	
	j. Any other	
10	Provision For proper arrangement of Fire Safety	
10.1	Are the safety measures taken	

10.2	If yes, give details of arrangements	
10.3	Is No Objection Certificate obtained/ Secured from the fire control authorities	
10.4	If yes, produce proof/copies of Certificates	
11	Other Information (For Entity):	
11.1	Whether readymade flats have been sold by the builder to any Government/ Semi-Government Institutions/ Financial Institutions etc.? If so, names and addresses of such clients and total cost of such sales to each client to be given.	
11.2	No. of years in the construction Line	
11.2.1	Last 3 years (FY) turnover: 2017-2018 2018-2019 2019-2020	
11.2.2	Details of last 5 projects completed - Date of commencement - Date of completion - Total value	
11.3	Name and address of the banker	
11.4	Any other information not covered above / Other remarks, if any.	
12	LIST OF ANNEXURES: (attach separate sheet if space is found insufficient)	

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/2020-21/38)

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/Individual Name: -

Designation: -

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: Purchase of Residential Flats at Mumbai Central/Mahalaxmi, Mumbai
Ref. No: EXIM/RFP/2020-21/38

I / we further agree to execute and complete the Agreement for residential flat (s) within the time frame stipulated by the EXIM Bank.

I / We agree to pay all taxes including GST, etc. and all other applicable taxes prevailing and be levied from time to time on residential flat (s) for which the same are liable and the rates quoted by me/us are exclusive of the same. We understand that TDS at applicable rate will be deducted by the EXIM Bank on the rate mentioned in Financial Bid.

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.

I / We agree that in case of my/our failure to execute Agreement for Sale or providing any documents or co-operation in accordance with the instructions received from the Exim Bank, Exim Bank reserves the right to terminate my/our contract.

Yours truly,

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

Place:

Date:

Name:

Designation:

Seal:

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for “Purchase of flats at Mumbai Central/Mahalaxmi, Mumbai”. 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.
- (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

- (3) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (4) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (5) 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: IEM@eximbankindia.in	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: IEM@eximbankindia.in
---	---

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)

FINANCIAL BID
(Excluding stamp duty and registration charges)

Ref: Offer for sale of Residential Flats in Mumbai Central/Mahalaxmi, Mumbai

Ref. No. _____ (As mentioned in the Technical Bid to be furnished)
..... (Number of flats) in building named _____ at _____ (place).

Sr. No	Location	Flat No.	Floor No.	Carpet Area of each flat (refer to clause 1 under scope of work)	Rate per sq.ft. carpet (INR in figures & words)	GST (INR in figures & words)		Other Charges (INR in figures & words) *	Rate per sq. ft. inclusive of all charges (INR in figures & words)	Total Cost per flat (INR in figures & words)
						CGST (INR in figures & words)	SGST (INR in figures & words)			
Total										

*Refer to Page 10: Special Terms and Conditions

Note:

Bidders shall quote rate and amount excluding registration and stamp duty charges. The rates quoted per sq. ft. for carpet area should be inclusive but not limited to of all charges & taxes whatsoever i.e. car parking area charges, maintenance charges, society transfer charges, formation of society & apex body charges, electricity/water/gas connection charges, corpus fund, club house, GST (if applicable) & all other taxes etc. Nothing over and above the quoted rate shall be payable.

Place:

Signature of the bidder with seal

Date: