



**Request for Proposal
for
Renovation, interior work, IT networking infrastructure
setup, HVAC and electrical & allied works of office premises
at 7th, 11th and 12th Floor**

E-Tender Reference No: EXIM/RFP/2021-22/25

**Head Office:
Center One Building, 21st Floor, World Trade Centre Complex,
Cuffe Parade, Mumbai – 400 005**

INDEX

SR. NO.	DESCRIPTION	PAGE NO.
1	Quotation Bid Notice	3
2	General Tender Details	4
3	Mandatory information required for pre-qualification of the Bidder	6
4	Information for Bidders	7
5	Conditions for Micro, Small and Medium Enterprises (MSMEs)	8
6	General Conditions of RFP	10
7	Scope of Work	15
8	Evaluation of Bids	17
9	Annexures	19

QUOTATION BID NOTICE

Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for "Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor ".

1. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.
2. 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.
3. Tender document will be allowed for download from above web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.
4. **CONTACT INFORMATION FOR E-TENDER PROCESS**

E-Procurement Technologies Limited

801 – Wall Street – II

Opposite Orient Club near Gujarat College,

Ellis Bridge, Ahmedabad – 380 006

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

5. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

GENERAL TENDER DETAILS

Tender Document for	"Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor "
Tender Reference No.	EXIM/RFP/2021-22/25
Last date for acceptance of IP Agreement	12 November, 2021 : 5 pm
Place of Submission of IP Agreement original document.	Export Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	20 October 2021 : 5 pm
Document Downloading Start Date	20 October 2021 : 5 pm
Site Visit	25 & 26 October 2021 (With prior appointment)
Pre-Bid Meeting Date	28 October 2021: 11 am
Document Downloading End Date	12 November 2021: 5 pm
Last Date and Time For Submission	12 November 2021: 5 pm
Opening of Tender	15 November 2021: 11 am
Address for communication	As above Ph. 022-22172705, Ext: - 2705 E-Mail: navendu@eximbankindia.in/ administration@eximbankindia.in
Place of Receipt of E-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

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

Mandatory information required for pre-qualification of the Bidder.

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.

Contents	Particulars	Details
1. Name of the Firm		
2. Name of the Proprietor, Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a.		
b.		
c.		
4. Head Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment		
7. Registration No. and Date of Registration		
8. Status of the firm (Proprietor/Partnership/Co. etc.)		
9. Name of Bankers	a.	
	b.	
10. PAN Card No.		
11. GST No.		

Seal and Signature of the document to be uploaded on the E-tender portal.

Date :

Place :

Note :

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website:
<https://eximbankindiatenders.procuretiger.com/EPROC/>
2. The bidders can enrol themselves on the website:
<https://eximbankindiatenders.procuretiger.com/>. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e tender.
4. Please go through the tender advertisement and the tender 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 tender 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 No 4 and 5 of tender document are properly uploaded online Website for E-Procurement
<https://eximbankindiatenders.procuretiger.com/>
7. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Asst General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods

to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above 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 or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a manufacturer, or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.

CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a. District Industries Centers (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME (MoMSME)
 - h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the

nature of the services and goods /items to be supplied as per Tender.

3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

Relaxation of Norms for Micro & Small Enterprises (MSMEs):

- a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein EXIM Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

GENERAL CONDITIONS OF RFP

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 Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract 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.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Standard Arbitration Clause:** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract, or any part thereof should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (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, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees 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 contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

4. **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 procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract 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 on behalf of the Seller towards 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 contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.
7. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:
 - (a) The Seller is declared bankrupt or becomes insolvent.

- (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) With mutual agreement
 - (d) As per decision of the Arbitration Tribunal.
8. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email, addressed to the last known address of the party to whom it is sent.
9. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
10. **Amendments:** No provision of present Contract 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 this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
11. **Evaluation and Comparison of Bids:**
The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.
- The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a multi-stage process. The stages are:
- a. General Eligibility
 - b. technical specification evaluation
 - c. Commercial evaluation

12. **Notices to local bodies:**

The 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.

13. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

14. Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

15. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

INTRODUCTION

The Export-Import Bank of India (EXIM Bank) is the premier export finance institution of the country that seeks to build value by integrating foreign trade and investment with the economic rise of India. The Bank has guided by expertise at the Board level, by senior policy makers, expert bankers, leading players in industry and international trade as well as professionals in exports, imports or financing. With offices spread across India and in select locations of the world, the bank aspires to boost the businesses of industries and SMEs.

OBJECTIVE OF THIS RFP:

The Bank has decided to increase the seating capacity in the office and accordingly, it has been decided to renovate the additional premises acquired by the Bank on lease at 7th, 11th and 12th floor in Center 1 Building, World Trade Centre, Cuffe Parde, Mumbai- 400005. The purpose of the tender is to select a suitable contractor to carry out the necessary renovation and allied works at the said premises.

In view of the above, India Exim Bank intends to appoint a vendor/contractor who has executed similar projects on turnkey basis including renovation, networking, electrical and allied works etc.

SCOPE OF WORK

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

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Bills of Quantities and/or drawing and/or Specifications.
- c) The removal from the site of any materials brought thereon by the bidder and the substitution of any other material thereof.
- d) The removal and/or re-execution of any works executed by the bidder
- e) The dismissal from the works or any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) Completion of electrical and allied work
- h) Networking infrastructure – Passive cabling for Desktop/Laptop connectivity and telephone line
- i) Heat, Air Ventilation, and Cooling for all units in scope
- j) AV setup in Conference rooms

Single Point of Contact:

The selected Bidder shall appoint a single point of contact, with whom EXIM Bank will deal with, for any activity pertaining to the requirements of this RFP.

Problem Management and Escalation Procedures

An escalation matrix would be applicable for the issues reported. Bidder has to propose an escalation matrix as a part of the Technical Proposal.

Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

Technical Score Mark Distributions [Scoring Model]

Maximum Points 100

Criteria	Criteria Points	(Max Marks)
A1. List of Clients where similar work has been completed in last 5 years (Contracts with minimum order value of Rs 1 Crore will be considered for points award)		Max Marks 15
<ul style="list-style-type: none"> For 3 or more than 3 Companies For 1 and less than or equal to 2 No implementation 	15 10 00	
A2. Satisfactory Services Certificate		Max marks 20
<ul style="list-style-type: none"> Satisfactory Services Certificate by ≥ 3 Clients Satisfactory Services Certificate by > 1 and < 3 Clients No Satisfactory Services Certificate 	20 10 00	
A3. Track of being in the Business		Max Marks 20
<ul style="list-style-type: none"> Being in the Business for at least 10 years Being in the Business for at least 5 years Less than 5 years 	20 15 05	
A4. The Bidder must be based in Mumbai/Navi Mumbai/Thane only.		Max Marks 20
<ul style="list-style-type: none"> Office in Mumbai [Upto Dahisar or Mulund] Office in Thane or Navi Mumbai No Office in Mumbai 	20 15 0	
A5. Understanding of Project [Presentation by Bidder]	25	Max Marks 25

To qualify for price bid opening, bidder must meet all eligibility criteria and minimum 75% technical specification compliance score is must.

Evaluation of Bids

The objective of evaluation methodology is to facilitate the selection of the technically superior solution/vendor at optimal cost.

The Bank reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Any time during the process of evaluation the Bank may seek specific clarifications from any or all the Bidder [Service Provider].

It may please be noted that EXIM BANK reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The evaluation process of the bids proposed to be adopted by the Bank is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that the Bank may adopt.

The details of 'Eligibility Criteria of the Bidder', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in **Annexure**.

The technical and commercial responses to this RFP will be considered further only for those vendors who meet the Eligibility Criteria.

Technical Evaluation

- i. Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule notified by the Bank. A detailed analysis will be subsequently carried out by the Bank. Based on responses to 'Eligibility Criteria', Bidder will be short listed for technical evaluation further.
- ii. The technical bid will be analysed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. Technical Bids receiving a

TS greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round.

Financial Evaluation

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. The Bank shall inform the date, place and time for opening of the Financial Bid.

Evaluation and Comparison of Bids

75 % weightage will be awarded for Technical Evaluation and 25% weightage will be awarded for Financial Evaluation.

Technical Bid will be assigned a technical score (Ts) out of a maximum of 100 points, as per the **Scoring Model** provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$$Fn = F_{min} / F_b * 100 \text{ (rounded off to 2 decimal places)}$$

Where,

Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote

$$\text{Composite Score (S)} = Ts * 0.75 + Fn * 0.25$$

The Bidder with the highest Composite Score(S) would be awarded the contract.

INSTRUCTIONS TO BIDDERS

1.0	Tender Document
	The tender document will be made available at no cost on EXIM Bank's website https://www.eximbankindia.in
1.0	Location
	Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005, and Regional Offices in pan India
2.0	Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall email clarifications up to October 26, 2021, 17.00 Hrs. No request of any change in conditions shall be entertained after pre bid date of the tender.
3.0	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.
4.0	All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.
5.0	Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
6.0	Transfer of Tender Documents
	Transfer of tender documents purchased/ downloaded by one intending Bidder to another is not permitted
7.0	Contract
	<ul style="list-style-type: none"> a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other bidder. b) The Supplier/ Selected Bidder shall not use any documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract
8.0	Amendment to the bidding document
	<ul style="list-style-type: none"> • At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document,

	<p>by amendment.</p> <ul style="list-style-type: none"> • The amendment will be posted on Banks website eximbankindia.in or Bank's e-Procurement portal • All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder. • The bank at its discretion may extend the deadline for the submission of Bids. • The Bank shall not be liable for any communication gap. Further the Bank reserve the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.
9.0	Bid Currency
	Bids in response to this RFP to be quoted in Indian Rupee (INR) only.
10.0	Obligations of Successful Bidder
	<p>a. The successful bidder has to supply all the components, services and licenses to make set up complete.</p>
	<p>b. The successful bidder shall deploy their own trained and experienced engineers for implementing, managing, and maintaining the system.</p>
	<p>c. Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the Bank immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.</p> <p>d. The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at EXIM BANK shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components</p>
11.0	It will be the responsibility of the vendor to abide by all statutory requirements like payment of all taxes, duties etc., without any reference to the Bank. The Bank accepts no responsibility or liability in this regard.
12.0	Signing of the contract
	<p>a. The successful Bidder may be required to execute a non-disclosure agreement (NDA) and Service Level Agreement (SLA)</p>

	with Exim Bank within 30 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 order.
	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.
13.0	Performance Guarantee
	<ul style="list-style-type: none"> The selected Bidder will be required to provide a 5% value of the total cost of project as Performance Guarantee, in the form of bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months' period beyond the expiry of the contract period of 3 years.
14.0	Implementation schedule
	<ul style="list-style-type: none"> Bidder to submit the detailed implementation plan in GANTT chart format with clear indication of activities with timelines. An acceptance to this effect i.e. Sign off by the Bank will mark the completion of this project.
15.0	Period of Validity of Bids
	<ul style="list-style-type: none"> Prices and other terms offered by Bidders must be valid for an acceptance period of six months from the date of submission. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
16.0	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.
17.0	If so, decided EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
18.0	The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank.
19.0	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.

20.0	Site Visit
	Intending tenderer shall visit the site and make himself thoroughly acquainted with the site, requirements, facilities etc. The successful bidder will not be entitled to any claim of compensation for difficulties faced/losses incurred on account of site condition which existed before/after commencement of work.
	The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk. Bidder, at its will, may send the concerned officials (not more than 2) for site visit during office working hours before last date of submission of tender bid.
21.0	Revelation of Prices
	The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
22.0	Local conditions
	The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.
23.0	Contacting the Bank
	Bidder shall not contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in rejection of the Bid.
24.0	Manuals and Drawings
	The bidder shall provide complete technical and other documentation/s for the equipment supplied along with the diagram(s) of the proposed solution. All the manuals shall be in English, and the drawings should be clearly indicative of equipment supplied & solution proposed, as the case maybe.
25.0	Timely availability of Support Services
	The bidder should have proper and adequate support mechanism in place to provide all necessary support under this project. Bidder will provide escalation matrix to enable Bank to avail support services during the period of contract. Bidder will actively inform the Bank if there is change with regards to support contact numbers/personnel etc.
26.0	Payment Terms

	<ol style="list-style-type: none"> 1. 95% Payment shall be released within 30 days for actual quantities of work executed and on submission of set of Original + 2 copies of ink signed invoices to be submitted along with work completion certificate, supporting documents etc. duly certified by the Bank's Architect. 2. 5% retained payment of billed work against invoice can be released on submission of PBG of equivalent value and validity covering the guarantee period of 12 months of certified work in respective invoice.
--	--

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

Sign:

Date:

Place

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/2021-22/25**) - "Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor"

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 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 be submitted on Contractor's own Letterhead)

To,

Deputy General Manager - Administration
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sir,

Ref: "Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor"

Ref. No: EXIM/RFP/2021-22/25

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

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

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

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

Yours truly,

Name:

Designation:

Seal:

SELF - DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < **Name**> working as < **Designation**> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

1. My company complied with all applicable laws, enactments, orders, rules, regulations, and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents, and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
4. Not done or committed any act or entered any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures, and security measures during contract period.
6. My company will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

Date:

Place:

Authorised Signatory Name:

Designation:

Company Seal:

Declaration for Acceptance of RFP Terms and Conditions

(Bidder's Letter Head)

To,
The Deputy General Manager - Administration
Export Import Bank of India
Floor 21, Center 1 Building
World Trade Center, Cuffe Parade
Mumbai - 400005

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for "Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor"- RFP No. EXIM/RFP/2021-22/25 dated --.--.2021. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Declaration for Acceptance of Scope of Work

(Bidder's Letter Head)

To
The Dy General Manager - Administration
Export Import Bank of India
Floor 21, Center 1 Building
World Trade Center, Cuffe Parade
Mumbai - 400005

Dear Sir,

I have carefully gone through the "Scope of Work" contained in the RFP document for selection of vendor for Request for Proposal for "Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor" - RFP No. EXIM/RFP/2021-22/25 dated --.-.2021. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Declaration for Clean Track Record
(Bidder's Letter Head)

To
The Dr General Manager - Administration
Export Import Bank of India
Floor 21, Center 1 Building
World Trade Center, Cuffe Parade
Mumbai - 400005

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for "Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor"- RFP No. EXIM/RFP/2021-22/25 dated --.--.2021. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

ANNEXURE VIII

Client Reference

(Bidder's Letter Head)

RFP No. EXIM/RFP/2021-22/25 dated --.--.2021

Sr.No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Bill Of Material / Commercial proposal

Kindly refer Bill of material document.

Notes:

1. Quoted price should be exclusive of all taxes and duties.
2. Delivery Location: Mumbai
3. The bidder shall meet the requirements of Goods & Services Tax (GST)

ELIGIBILITY CRITERIA OF THE BIDDER

Following format has to be filled by the Bidder and has to be submitted along with technical bid and relevant documentary proof.

Sr.No	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
1	The Bidder should be a Company/ firm and should be in existence in India for the last 5 years (as on 31.03.2021).	Attach Copy of certificate of Incorporation	
2	The registered office of the bidder shall be within Mumbai limits, up to Dahisar, Navi Mumbai and Thane.	Shop establishment Certificate shall be Uploaded.	
3	The bidder should have executed 'similar turnkey project' in at least 3 BFSI/PSU/PSE/ Public Listed Companies/ Govt organizations in last 5 years [after April 2016]	Documentary Proof of order / contract copy / customer credentials to be submitted	
4	The bidder is to submit a duly signed Integrity Pact in original and all other annexures present in tender documents	Integrity Pact duly signed on stamp paper of ₹ 500.00 physical copy of integrity pact must be delivered to Exim Bank, Head Office	
5	The bidder shall not be under a Declaration of Ineligibility for corruptor fraudulent practices or blacklisted in any Central/ State Government or PSU at the time of submission of bids. Bidder to submit a declaration in this regard duly signed by the authorized signatory of the bidder.	Blacklisting certificate to submitted on letterhead	
6	The bidder should have satisfactorily executed Renovation of office premises for a reputed organization in the last 5 years of value more than or equal to one of the following: 1. 3 works of Rs. 1 cr each OR 2. 2 works of Rs. 1.5 cr lac each OR 3. 1 work of Rs. 3 cr	Declaration from OEM	

Note:

1. Documentary proof, sealed and signed by authorized signatory, must be submitted
2. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
3. Similar nature of work refers to similar nature of renovation, furnishing, electrical and allied works, HVAC systems and IT infrastructure networking for an office set up.

Annexure XI

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

To,

Dy General Manager - Administration,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Re: Tender RFP Ref: _____

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender.
All the terms and conditions of the tender are acceptable to us.

Yours faithfully,
(Authorized Signatory of Bidder)
Date:
(Company Seal)

Letter of Competence Format

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against EXIM BANK's

RFP No. /

"Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor"

This is to certify that we [Insert name of Bidder], Address... are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the connectivity expeditiously and correctly and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorised Signatory of the Bidder

Date :

NON - DISCLOSURE AGREEMENT

[100 Rs non judicial stamp paper]

This Agreement is made on the _____ day of _____ by and between

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

AND

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 and one of its Regional Office at _____ hereinafter referred “EXIM” or “**Disclosing Party**”) which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & EXIM are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that EXIM may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of “Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor ” (hereinafter referred to as “**the Purpose**”).

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

1. **Confidential information**: For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or

intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof. The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

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

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term**: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.
5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information**: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in

this agreement.

7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or
 - ii. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
 - iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - iv. if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.
10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.
11. **General:** The Receiving Party shall not reverse-engineer, decompile,

disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on “as is” basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party

Receiving Party

By_____

By_____

Name:

Name:

Title:

Title:

INTEGRITY PACT

[500 Rs non judicial stamp paper]

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, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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: dsarkar53@gmail.com or IEM@eximbankindia.in	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: subodhgoel22@gmail.com or 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)

PRE-BID QUERY FORMAT**Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting.**

If, bidder, desiring to respond to RFP for “Renovation, interior work, IT networking infrastructure setup, HVAC and electrical & allied works of office premises at 7th, 11th and 12th Floor”, require any clarifications on the points mentioned in the RFP may communicate with EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before pre bid meeting) will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

Bidder's Request For Clarification		
To be emailed to:	administration@eximbankindia.in	
Name of Organisation submitting request	Name & position of person submitting request	Contact Details
		Email:
		Tel/Mobile:
Page Number	Point Number	Query description

Name and signature of authorised person issuing this

1. In case of multiple queries, the contact details need not be repeated and only last two rows of the above format (table) are to be furnished for the subsequent queries.
2. Please use email or softcopy.

General Conditions of Contract (GCC)**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 (hereinafter and in the Contract called the "Contract Price").

2. Performance Security

Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit equivalent to 5% of the Contract price. The amount shall be paid in the form of Demand Draft favoring Export Import Bank of India payable at Mumbai. The Performance Security amount shall be returned to the vendor on completion of defect liability period of 12 months from the date of completion of the works.

3. Law governing contract

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

4 Employer's Decision

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

5 Delegation

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

6 Communications

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

7 Contractor's risks

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

8 Insurance:

- a. The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data.
- b. for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
- c. for liability of both Parties for loss, damage, death and injury to third parties or their property/ properties arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property, the building where site is located other than the Works and

- d. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
- e. Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurer's relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired. .
- f. If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts.
- g. Alterations to the terms of an insurance shall not be made without the approval of the Employer.

9 Site Investigation Reports:

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

10 Contractor to construct the Works

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

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

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works within 90 days from the issue of work order.

12 Safety

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

13 Access to the Site

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

14 Instructions

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

15 Correction of defects

The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

16 Uncorrected defects

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

16 Bill of Quantities (BOQ)

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

17 Variations

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

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

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

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

20 Payments for Variations

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

21 Submission of bills for payment

The Contractor shall submit monthly bills of the value of the work completed less the cumulative amount paid previously. The consultant will check the Contractor's bill with measurement sheet and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events. The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

22 Payments

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

23 Earnest Money Deposit (EMD):

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

- (a) Rs. 20,00,000/- (Rupees Twenty lakhs Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of "Export Import Bank of India" Payable at Mumbai
- (b) EMD will not carry any interest.
- (c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement.
(The DD of the unsuccessful bidder shall be returned as it is and no DD making/cancellation charges will be paid by the Bank)
- (d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
 - i) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the EXIM BANK,
 - ii) Successful Bidder withdraws his tender or backs out after acceptance,
 - iii) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - iv) Bidder violates any of the terms and conditions of the tender,
 - v) Bidder revises any of the items quoted during the validity period,
 - vi) Bidder is found to have indulged in fraudulent practices in the bid submission process.

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 REFERENCE DRAWINGS:

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

4 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.

5 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.

6 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.

7 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.

8 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.

9 DRILLING, CUTTING ETC.:

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Engineer-in-Charge. 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.

10 APPROVAL BY STATUTORY BODIES:

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

11 MOBILISATION ADVANCE:

No Mobilization advance shall be paid.

12 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.

13 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.

14 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.

15 ESCALATION:

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

16 SAFETY OF WORKERS

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

17 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.

18 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.

19 COMPLIANCES WITH LABOUR REGULATION:

During continuance of the contract, the Contractor and his sub- contractors shall always abide 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.

20 PROTECTIONS 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.

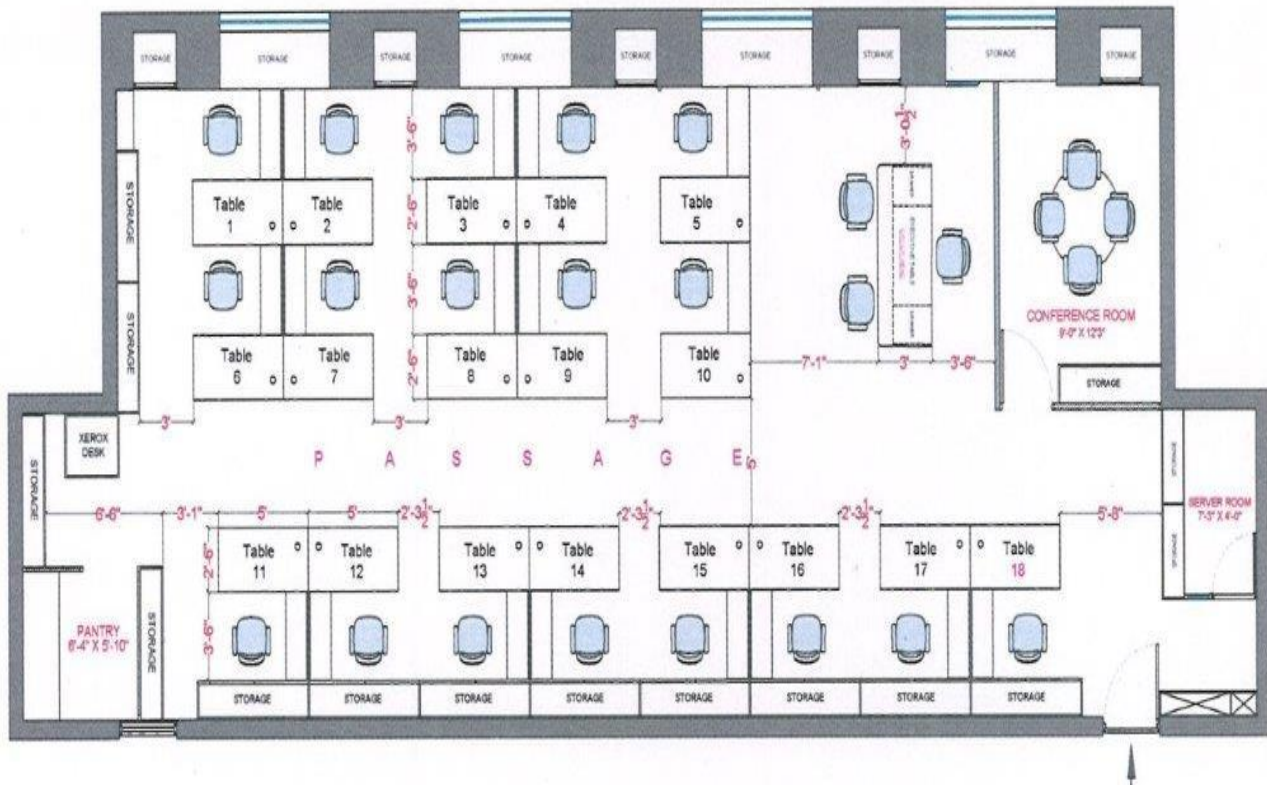
GENERAL MATERIAL SPECIFICATIONS

SR. NO.	ITEM	DESCRIPTION
1.	DRAWER SLIDE	HAFFLE, HETTICH, or equivalent as Approved by Architect.
2.	LOCKS, HANDLES	GODREJ, DORSET or Eq. Approved by Architect.
3.	HINGES, BALL CATCH, TOWER BOLTS etc.	Railway type heavy duty hinges with SS pin, Brass make, PALLADIUM, FAMOUS or equivalent as approved by Architect.
4.	LAMINATE	1.25mm thick ROYAL TOUCHE, GREENLAM, Merino or equivalent as approved by architect.
5.	VENEER	4 mm thick teak veneer, ANCHOR, CENTUARY, NATURAL VENEER or equivalent as approved by architect.
6.	PLYWOOD, BLOCK BOARD	IS:710 Premium BWP Marine Grade Plywood, ARCHIDPLY, ANCHOR, CENTUARY, GREENLAM make or equivalent quality as approved by architect.
7.	MELAMINE POLISH	ASIAN PAINTS, Royal touche premium acrylic emulsion paint or equivalent quality as approved by architect.
8.	NAILS & SCREWS	HAMMER, NETTLEFOLD or equivalent quality as approved by architect.
9.	ADHESIVES	FEVICOL mfg. by Pidilite.
10.	WOOD PRESERVATIVE	WOOD GUARD, PCI OR APPROVED EQ/ICI.
11.	SWITCHES	Norisys or equivalent quality as approved by architect.
12.	MDB	Le-Grand or equivalent quality as approved by architect.
13.	LIGHT FIXTURES	Beluga, Syska, Philips or equivalent quality as approved by architect.
14.	FANS	Havells or equivalent quality as approved by architect.
15.	EXHAUST FANS	Waldorf, Anchor or equivalent quality as approved by architect.
16.	Patch Fittings	Haffle, Hettich.

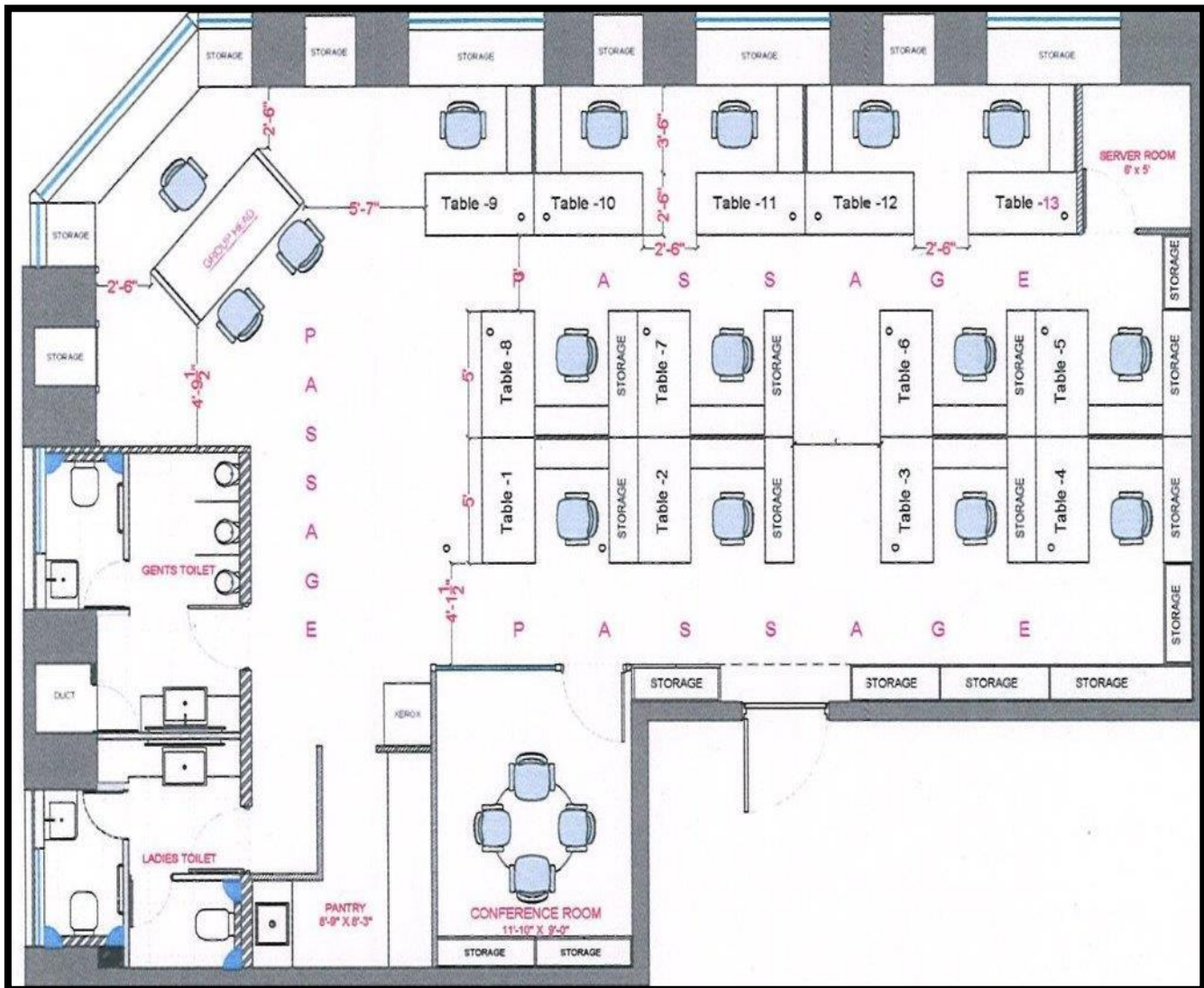
17.	Electrical Wires	Copper Fire retardant, Polycab make 2.5 sq. mm. for light points and 4.0 sq. mm. for 15 amp. Points or equivalent make as approved by architect.
18.	Water pipes	Astral, Prince, Supreme make CPVC pipes SDR 11 for water supply 15mm thick and ultra-drain pipes for drainage purpose, no joints in the pipes and fixing method as specified by the company.
19.	Cement, Sand & Blocks	Ultratech cement, River Sand thoroughly washed, Siporex light weight Concrete blocks.
19.	Carpets	Mehra Carpets Manufacturers. (Mr. Sharma 9821052844)
20.	Roller Blinds	Vista make or equivalent as approved by architect.
21.	Glass Film	3M or equivalent make as approved by architect.
22	Water Pipe Fittings	Astral make. Water supply pipes CPVC SDR 11, 15mm. Drainage, Ultradrain UPVC with all accessory original fittings and chemical for fixing as per company's specifications.

DRAWINGS

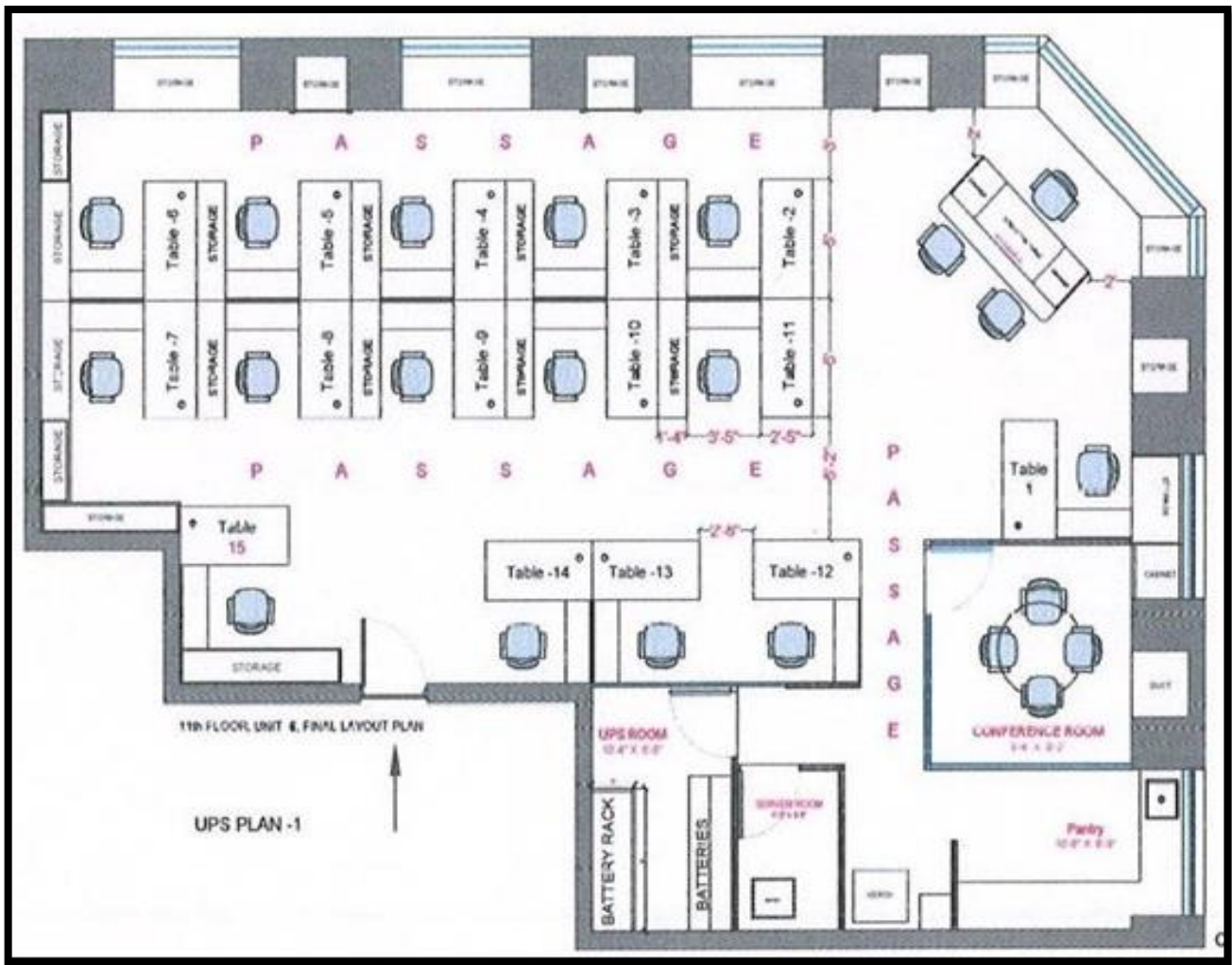
1. 07th Floor



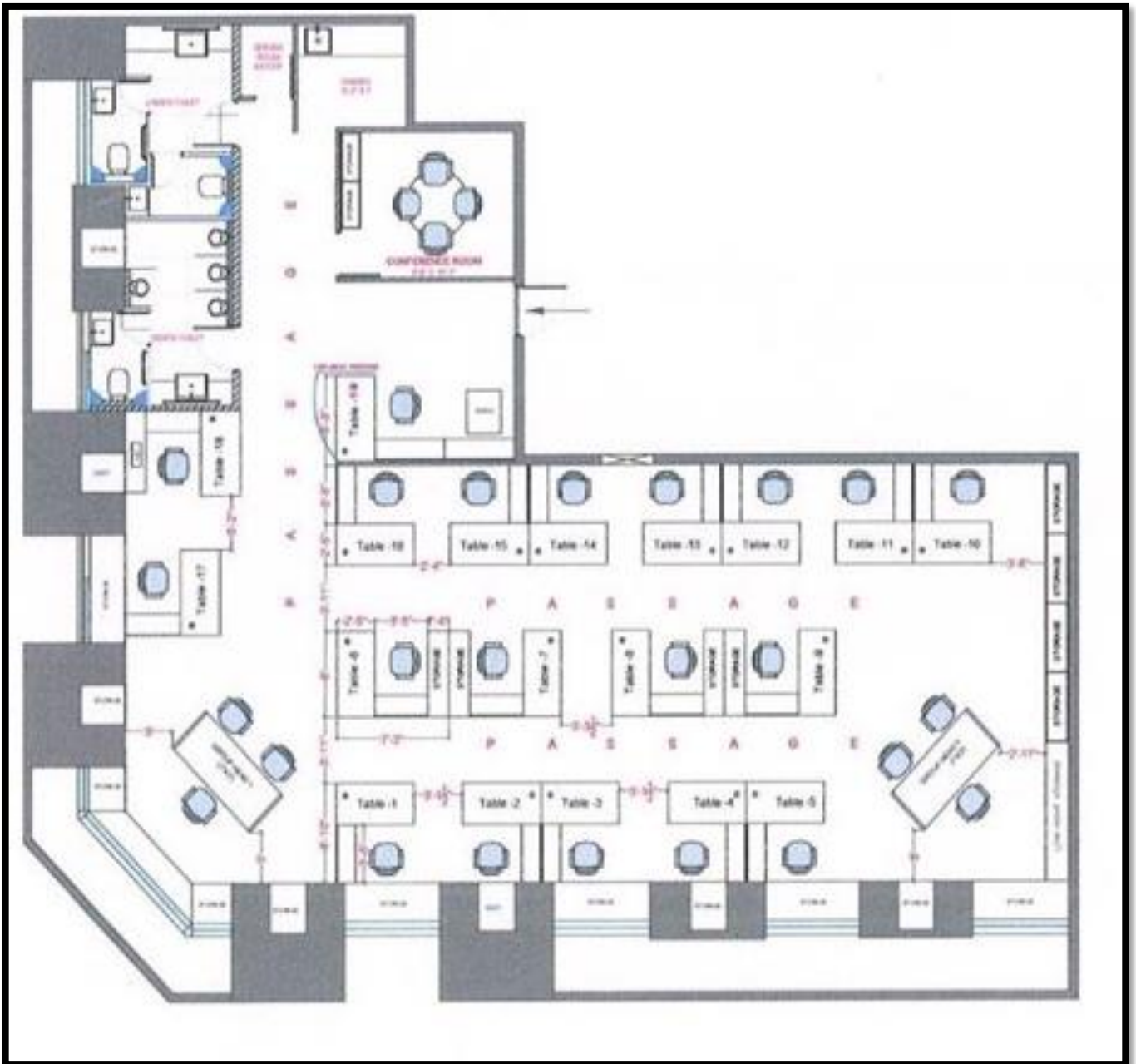
2. 11th Floor unit 5 Plan



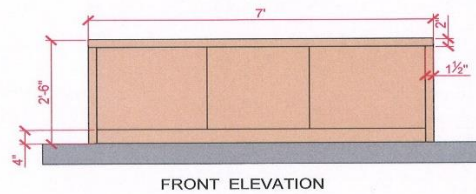
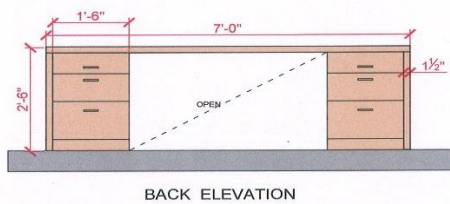
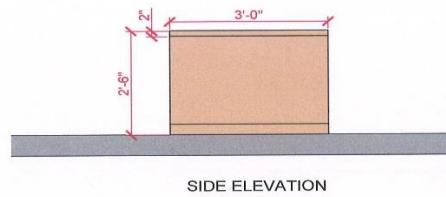
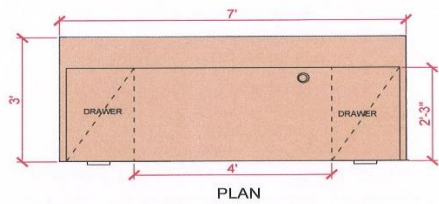
3. 11th Floor unit 6 Plan



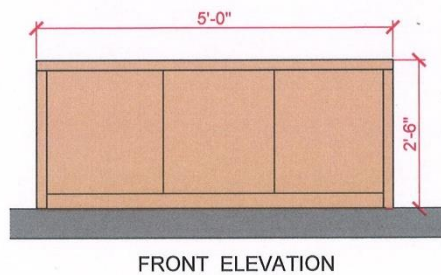
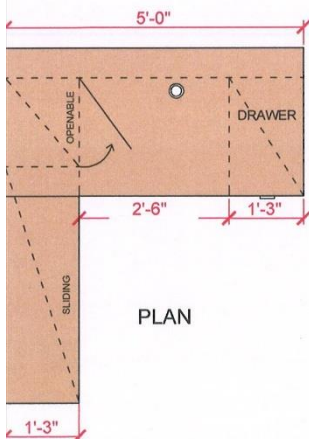
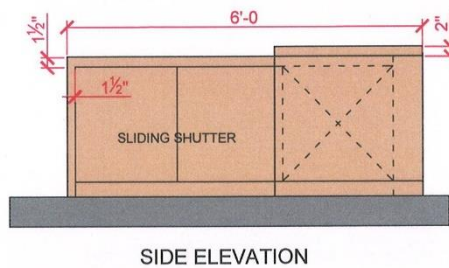
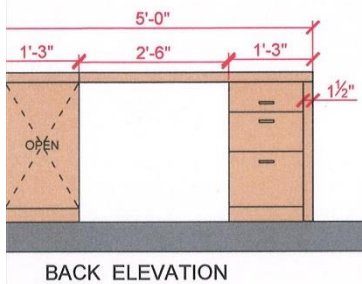
4. 12th Floor



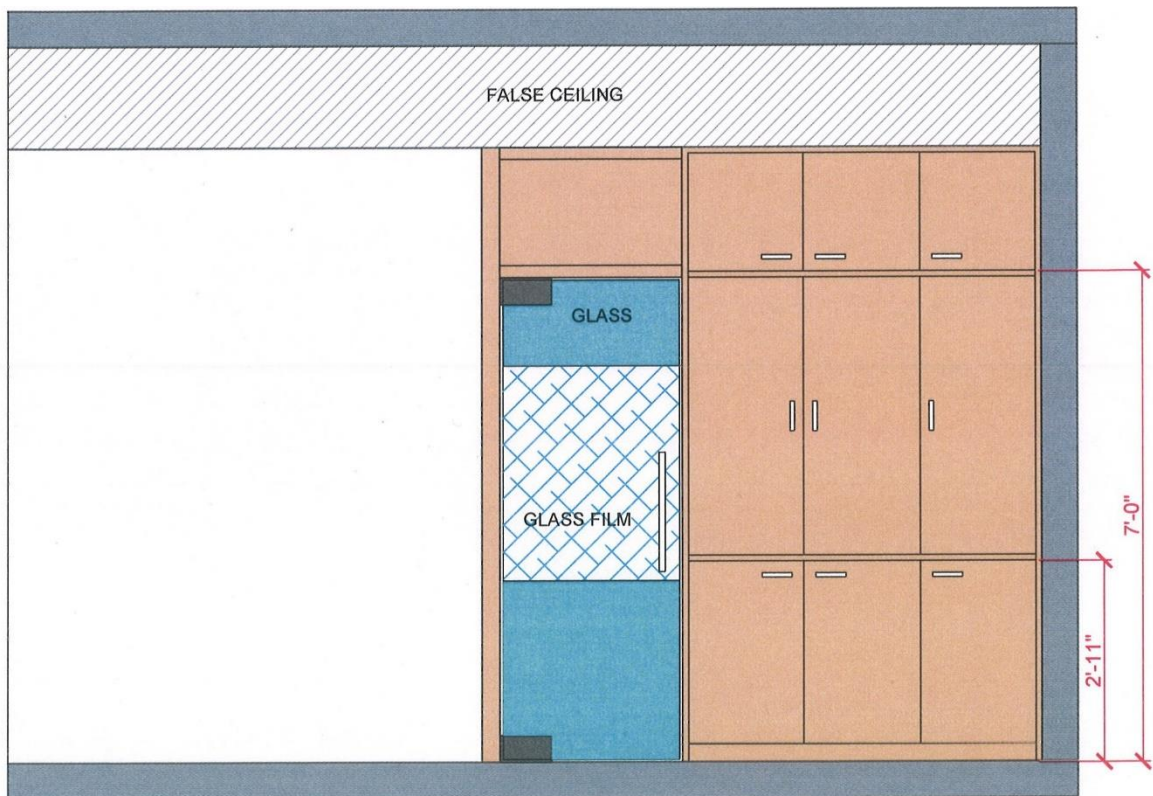
TYPICAL EXECUTIVE TABLE



TYPICAL STAFF TABLE

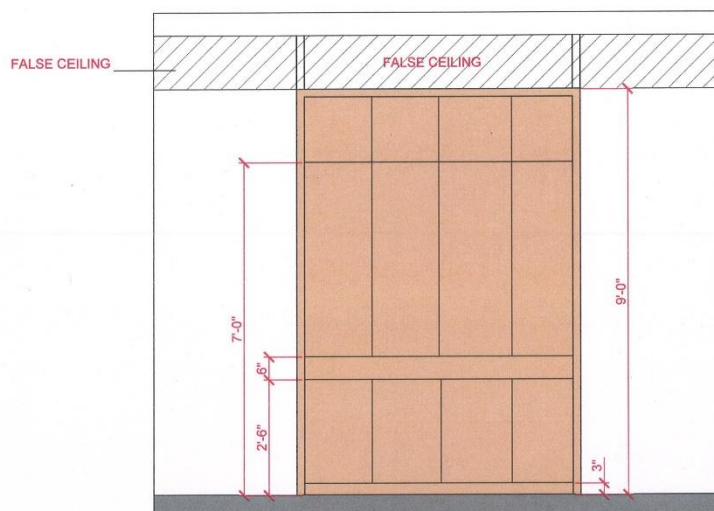


TYPICAL FILING CABINATE ELEVATION



TYPICAL FILING CABINET ELEVATION

TYPICAL FULL HEIGHT PARTITION



TYPICAL GLAZED PARTITION

