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**E TENDER FOR PROVIDING AND LAYING OF CARPET AT EXIM BANK HEAD
OFFICE MUMBAI**

Tender Reference No: EXIM/RFP/2022-23/13

**EXPORT-IMPORT BANK OF INDIA, CENTER ONE BUILDING, 21ST FLOOR
WORLD TRADE CENTRE COMPLEX, CUFFE PARADE, MUMBAI – 400005**

BID NOTICE

Export-Import Bank of India (India Exim Bank), a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for

“PROVIDING AND LAYING CARPETS AT EXIM BANK HO MUMBAI”

1. Bids are invited through e-Tendering process. E-Tendering is the process by which bidding activity is carried out using internet and associated technologies in a faster and secure environment.
- 2.
3. Registration can be done online by visiting:
<https://eximbankindiatenders.procuretiger.com>
Click on the “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
4. Tender document can be downloaded from the above-mentioned website after successful vendor registration (hard copies of the tender document will not be provided) and payment of the tender document cost.

CONTACT INFORMATION FOR E-TENDER PROCESS

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

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

SCHEDULE OF EVENTS

Tender Documents for	Providing and Laying of Carpets at EXIM Bank HO Mumbai
Tender Document Cost (Payable by DD in favor of Export Import Bank of India Mumbai)	Rs. 5000/-
Last Date for acceptance of Tender Document fee	August 02, 2022, 17:00 Hrs.
EMD Amount (Payable by DD in favor of Export Import Bank of India,Mumbai)	₹2,00,000/- (Rupees Two Lacs Only)
Date of Online Notice	July 12, 2022, 17:00 Hrs.
Document Downloading Start Date	July 12, 2022, 17:00 Hrs.
Document Downloading End Date	August 02, 2022, 17:00 Hrs.
Tender Clarification and Pre-Bid Meeting Date	July 22, 2022, 15:00 Hrs. (Online) All queries will be answered during pre-bid meeting only). Please send your query to email id- vineet.s@eximbankindia.in on or before July 21,2022
Last Date and Time for Submission of bid	August 02, 2022, 17:00 Hrs.
Date and Time of opening of Technical Bids	August 03, 2022, 15:00 Hrs.
Opening of Price Bids	Price bid of only the technically qualified bidders will be opened on a subsequent date, after evaluation of Technical Bids eligibility criteria by Exim Bank.
Evaluation Methodology (method of selection of L1 Bidder)	Least Cost Selection (LCS) Price bid of only technically eligible bidders who full fill all eligibility criteria will be opened on a subsequent date after evaluation of Technical Bids, by Exim Bank. Whoever is L1 in the price bid will be awarded the work.

Contact Details of the issuing department	Name: Mr. Vineet Kumar Singh Designation: Procurement Officer, Administration Department, Export-Import Bank of India, Mumbai Contact Number: 7247694119 Email ids :- vineet.s@eximbankindia.in administration@eximbankindia.in
Address of communication	Export-Import Bank of India, Floor 21,Administration Group, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai - 400 005
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger. Com

INFORMATION FOR BIDDERS:

Note: E-Tendering is the simulation of the manual tendering process on the internet. The eligible bidders / service providers can log on to the internet site specified, using a unique username and password and place their Commercial bids with necessary documents required as per eligibility criteria.

The bids placed by the Bidders are confidential and will be opened by the authorized India Exim Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature. Technical and Price bid will be opened online only.

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**

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

CONTACT INFORMATION FOR TENDER ENQUIRIES

Name: Mr. Vineet Kumar Singh

Designation:

Procurement Officer,

Administration Department,

Export-Import Bank of India, Mumbai

Contact Number: 7247694119

Email id :- vineet.s@eximbankindia.in

E-Tendering Process Compliance Statement

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

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

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

Date:

Organization:

Name:

Designation:

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website:
<https://eximbankindiatenders.procuretiger.com>.
2. The bidders can enroll 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 website.
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 should get the bid documents ready in advance, for submission as indicated in the tender document / schedule and generally, they can be in PDF/ XLS / RAR / DWF/JPG formats.
6. Please Make sure all formats asked as per Sr. No. 4 to 5 above and in table of contents of tender document are properly uploaded online on the Website for E-Procurement **<https://eximbankindiatenders.procuretiger.com>** .

7. This Invitation for Bids is open to all the entities meeting necessary eligibility criteria as mentioned in this document. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself and his firm. If it is detected that the person so signing the Tender has no authority to do so, the General Manager, India 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 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, of not properly completing a contract, causing inordinate delays in providing services or financial failure, etc.

Bidder's Name: -

Seal and Signature: -

CONDITIONS FOR MICRO AND SMALL ENTERPRISES(MSEs)

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 the 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. Bidder submitting DIC registration certificate shall attach scan copy of original notarized copy of the DIC certificate. The **bidder** should note and ensure that the 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 by 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 MSEs 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 the closing date of the tender, are not eligible for exemption/preference.
5. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD).

6. Return of EMD to Unsuccessful Tenderers.

The EMDs of the unsuccessful tenders shall be returned without any interest, whatsoever. The tenderer is permitted to send representation in writing, which is to be examined by appropriate administrative authority of the Bank.

TENDER FORM

Mr. Navendu Bajpai
Deputy General Manager
Export-Import Bank of India
Floor 21, Centre One Building,
World Trade Centre Complex,
Cuffe Parade
Mumbai-400 005

Dear Sir,

Ref: PROVIDING AND LAYING OF CARPET AT EXIM BANK HO MUMBAI

- I. Having examined the e-tender details, terms and conditions, prepared by you, I/we hereby offer to execute the above works at the respective rates, which I/we have quoted for the items in the schedule of quantities as per your terms and conditions mentioned in the e-tender.
- II. I/we herewith deposit ₹ 2,00,000/-(Rupees Two Lacs Only) by demand Draft or Banker's Cheque drawn in favour of "Export-Import Bank of India" Mumbai as Earnest Money Deposit (EMD), for the execution of the works at my/our tendered rate together with any variations should the contract be awarded to me/us.
- III. In the event of this e-tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/we do hereby bind myself/ourselves to forfeit the aforesaid deposit ₹ 2,00,000/-(Rupees Two Lacs Only) in the event of our refusal to or delay in signing the Contract Agreement. I/we agree not to employ Subcontractors without the prior approval of the Exim Bank.
- IV. I/We agree to pay all applicable taxes prevailing and be levied from time to time on such items for which the same are leviable.

- V. I/we understand that you are not bound to accept the lowest e-tender or bound to assign any reasons for rejecting our tender. We unconditionally agree to Exim Bank's preconditions as stipulated in the tender documents.
- VI. I/we agree that in case of my/our failure to execute the work in accordance with the scope of work provided, Exim Bank reserves the right to terminate my contract and forfeit the Earnest Money Deposit paid by me in addition to recovery of all dues to the Exim Bank from the payment receivable by me. Further, I may also be barred from tendering in future for Exim Bank Contracts.
- VII. I/we enclose the demand draft/banker's cheque for ₹ 2,00,000/- (Rupees Two Lacs Only) towards Earnest Money Deposit.
- VIII. I/We agree to keep our e-tender open for 6 months from the date of opening.

Yours truly,

NAME:

ORGANISATION:

DESIGNATION:

PLACE & DATE:

Annexure-III**Mandatory Information**

Sr. No.	Particulars	Bidder should fill all data
1.	Name of the Company	
2.	Type of Firm Proprietor/Partner/LLP/Pvt. Ltd./Ltd or other	
3.	Name of the Proprietor/ Partners/Directors/Owner	
4.	Complete Address for Correspondence	
5.	Email Address and Mobile No :-	
6.	Year of Establishment	
7.	Registration No. and Date of registration of Establishment	
8.	Valid Membership of Carpet Export Promotion Council India (YES/NO)	
09.	Name of Bankers with Account Nos., IFSC Code, Branch Name	
10.	PAN Card No.	
11.	GST No.	
12.	MSME YES/NO	
13.	EMD DD Number	
14.	Tender fee DD/Cheque No.	

15	Turn Over FY- 2019-20:- FY- 2020-21:- FY- 2021-22:- Average Annual Turnover of above three years: -	
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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.

Date:

Bidder Seal and Signature: -

Place:

Name: -

GENERAL CONDITIONS OF RFP

The Bidder is required to give confirmation of its acceptance of the General Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Bidder in the Contract) as selected by the India Exim Bank. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** This Tender shall be governed and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract entered between Exim Bank and the successful bidder 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. **The rates quoted in the tender shall include all charges for providing and fixing of Carpets in all respects, removal, and disposal of old carpets, loading, unloading, Transportation etc. and removing and re-fixing of assets i.e workstations, chairs, door, Glass, partition etc. which is required to be carried out to fix new carpets.**
4. However, the rates quoted must be excluding GST, which will be shown separately and will be paid as per the government directives.
5. Each page of the tender document should be signed by the person or persons submitting the tender and is taken as his/ their having acquainted himself/ themselves with the General Conditions of Tender, Specifications, Special Conditions, etc, as laid down. Any tender with any of the documents not so signed will be rejected.
6. All erasures and alterations made while filing the tender must be attested by initials of the Tenderer. Overwriting the figures is not permitted; failure to comply with any of these conditions will render the quotation void. No advice of

any change in rate or conditions after the opening of the commercial bids placed online will be entertained.

Penalty for use of undue influence: The bidder 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 India Exim Bank 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 India Exim Bank. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the India Exim Bank or to any other person in a position to influence any officer/employee of the India Exim Bank for showing any favor in relation to this or any other contract, shall render the Bidder to such liability/ penalty as the India Exim Bank 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.

7. **Non-disclosure of Contract documents:** Except with the written consent of the India Exim Bank and the Bidder, either party shall not disclose the contract or any provision, specification, sample or information thereof to any third party and will enter into a Non-Disclosure Agreement.
8. **Liquidated Damages:** In the event of the Bidder's failure to submit the Performance Guarantee and Documents and supply the services as specified in this contract, the India Exim Bank may, at his discretion, withhold any payment until the completion of the contract. India Exim Bank may also deduct from the Bidder, liquidated damages for delayed/undelivered services subject to the maximum value of the liquidated damages being not higher than 10% of the value of delayed services.
9. **Termination of Contract:** The India Exim Bank shall have the right to terminate this Contract in part or in full in any of the following cases:
 - (a) The Bidder is declared bankrupt or becomes insolvent.
 - (b) The India Exim Bank has noticed that the Bidder has utilized 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) The Bidder providing inferior quality of carpet.

10. **Notices:** Any notice required or permitted under the Tender shall be written in the English language and may be delivered personally or may be sent by registered mail or email, addressed to the last known address of the party to whom it is sent.
11. **Amendments:** Any change to the terms and conditions of this Tender shall be informed by India Exim Bank on its website. Bidders are requested to check the website from time to time.

12. Evaluation and Comparison of Bids:

The bidder meeting the Eligibility Criteria will be considered for price bid opening. The Bidder needs to comply with all the eligibility criteria. Non-compliance with any one of these criteria shall result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points mentioned in eligibility criteria.

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 tender. Tender technical evaluation will be done on the basis of eligibility criteria. Price bid of only technically qualified bidders, who full fill all eligibility criteria will be opened on a subsequent date after evaluation of technical bid on the basis of eligibility criteria by Exim Bank. Whoever is L1 in the price bid will be awarded the work.

13. The amount of EMD (Bid Security) is ₹2,00,000/- (Rupees Two Lacs Only) in the form of Demand Draft, which should be valid for 3 months, drawn in favor of Export-Import Bank of India, Mumbai. **The original copy of Integrity pact as per annexure-VII and Original EMD and Original DD of tender fee should be sent to Export-Import Bank of India, Floor 21, Administration Group, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai - 400 005 through registered post/speed post/ couriered on or before August 02, 2022, 17:00 Hrs. Kindly write e-tender for providing and laying of carpet on envelope.**

14. Notices to local bodies:

The bidder 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 the works.

15. 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 the successful bidder(s).
16. Any effort by a Bidder to influence the Bank's Bid evaluation, bid comparison or contract award decisions may result in rejection of the Bid.
17. 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

BACKGROUND AND PURPOSE OF THE TENDER:

Exim Bank requires Carpets for its Head Office, Mumbai. Supply and installation of Hand-Tufted and Handloomed carpet on the 21st, 23rd, 24th and 25th floors at Export-Import Bank of India, Center One Building, World Trade Centre Complex, Cuffe Parade, Mumbai – 400005

Description	Area
Providing and Laying of Hand Tufted Carpets including all underlay materials	5000 Sq.ft.
Providing and Laying of Hand Loomed Carpets including all underlay materials	14,500 Sq.ft.

Annexure-V**Technical Specifications of Hand Tufted Carpet are as under-**

Details	Exim Bank's requirement For Hand Tufted Carpet	Bidder should fill data below
Yarn	New Zealand Wool/ Viscose, /Bamboo Silk/Original Silk	
Finish	Cut-Pile	
Yarn Count	0 - 60 Count	
Ply	2 to 6 Ply	
Pile Weight	2900 - 3200 gsm	
Total Weight with Action Back	3700 - 3900 gsm	
Total Weight with Cloth Back	3900 - 4100 gsm	
Pile Height	12-15 mm	
Total Height	13-16 mm	
Tufts/sq. inch	Approximately 36	
Delivery Period	3 Months (Max)	
Flammability	Test report required	Yes
Max Size	As per site requirement	As per site requirement
Design and Color	As per Exim Bank's requirement	Will be decided by Exim Bank after awarding contract to successful bidder.

Annexure-VI

Technical Specifications of Hand Loomed Carpet are under-

Details	Bank' requirement For Hand Loomed Carpet	Bidder should fill data below
Weight per Square Meter	2.4 Kg to 2.6 Kg	
Pile Height	11-12 mm	
Thickness	14-15 mm	
Carpet Content	wool-fine blended	
Wool Content	New Zealand-60% and Bikaner-40%	
Backing Type/with backing	Latex	
Carpet Content, Pile only	New Zealand-60% and Bikaner-40%	
Type of Wool Used	Wool-Fine blended	
Adhesive	Fevicol SR 505 or equivalent	Fevicol SR 505 or equivalent
Flammability Test	Test report required	Yes
Max Size	As per site requirement	As per site requirement
Delivery Period	3 Months (Max)	

Design and Color	As per Exim Bank's requirement	Will be decided by the Bank after awarding contract to successful bidder.
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Bidder must maintain quality as per given specification. Any deviation from above specification that may result in inferior quality of the Carpets, would lead to the Bank rejecting part or the entire order.

Date:

Authorized Signatory Name:

Place:

Designation:

Company Seal:

Bidder's Eligibility Criteria

Bidder meeting the following **all criteria is eligible to submit their bid** along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sr. No.	Eligibility	Supportive documents required by Bidder
1.	Bidder should be a manufacturer or authorized partner/seller/dealer/distributor of manufacturer of Carpet	Copy of certificate of manufacturing unit issued by Govt., related to the business of Manufacturing Carpets or Authorized letter from carpet Manufacturer's letterhead in case of authorized partner/seller/dealer/distributor of carpet Manufacturer
2	Bidder should be registered with the Carpet Export Promotion Council	Copy of valid certificate of registration from Carpet Export Promotion Council
3	Bidder should have minimum Seven years of experience in providing and laying of Carpets	Work Order / Completion certificate issued on Client letterhead, which should indicate providing and laying of Carpets
4	Experience of having successfully completed work of providing and laying of Carpets in Government projects /Corporate sector/BFSI/ Listed Company etc., with any of the following: Three completed similar works each costing not less than ₹35 Lakh or Two completed similar works each costing not less than ₹45 Lakh. or	Purchase Order/work completion certificate received from the organization, with amount, nature of contract, designation of authorised personnel and contact details of the organization.

	One completed similar work costing not less than ₹70 Lakh	
5	Bidder should have valid GST registration certificate.	GST Certificate
6	Bidders should not be under debarment / blacklist period for breach of contract / declared as fraud / corrupt practices, by any organization.	Bidder should specifically confirm on its letter head in this regard as per Annexure VIII
7	Average annual financial turnover of the firm during the 3 years ending 31 st March 2022, should be at least ₹ 2 Crore	Audited balance sheet along with IT return proof for the three financial years FY – 2019-20, 2020-21 and 2021-22 shall be submitted. P&L account duly certified by the Chartered Accountant to be attached.
8	Bidder must upload signed scan copy of integrity pact on Rs. 500 non judicial stamp paper	As per Annexure- VII
9	Bidder must upload scan copy of EMD and Tender fee DD or valid MSME certificate	As applicable

Note-

- I. **The bidders fulfilling all the above eligibility criteria will be eligible for price bid opening. Bidder must send original hard copy of Integrity pact, with EMD and Tender fee DD to Export-Import Bank of India, 21st Floor, Administration Group, Center One Building, World Trade Centre Complex, Cuffe Parade, Mumbai – 400005, M.No- 7247694119 on or before August 02, 2022 17:00 Hrs. Kindly write e-tender for providing and laying of carpet on envelope.**
- II. Please be informed that the bidder must meet all the eligibility criteria requirements. Non-compliance with even one of the requirements will result in rejection of the bid(s).

- III. All the above criteria will be considered during evaluation of tender documents. The bidder must submit documentary proof for the above eligibility criteria which is necessary.
- IV. The discretion of Exim Bank will be final and binding on all in respect of finalizing parameters on which the bids will be analysed. The proposal will be evaluated on eligibility criteria as mentioned in the tender documents.
- V. All bids received will be screened and shortlisted by a Committee of Exim Bank based on the specified requirements and the details submitted by the bidders. All bidders will be evaluated on the parameters stated in eligibility criteria.
- 5I. India Exim Bank reserves the right to reject any or all the bids at any stage of the tender. Canvassing in any form will disqualify the bidder.

Date:

Authorized Signatory Name:

Place:

Designation:

Company Seal:

TERMS AND CONDITIONS: -

1.SCOPE OF WORK: - Supply and fixing of Carpets in all respect with underlay materials and adhesive and other required materials, Removal and disposal of old carpets; loading, unloading, Transportation etc and removing and re-fixing of assets i.e workstations, chairs, door, Glass, partition etc. which would be needed to fix new carpets. **Carpet area measurement will be as per the actual size of carpet lay on floor. Wastage of carpet during installation will not be considered by Exim Bank in measurement. Disposal of wastage of carpet will be in bidder's scope.**

2.EARNEST MONEY DEPOSIT (EMD):

- I. Bidder should pay specified amount towards Earnest Money deposit as follows:
- II. ₹2,00,000/- (Rupees Two lakh Only) in the form of a Demand Draft drawn on any Nationalized /Schedule bank in favor of "Export-Import Bank of India" Payable at Mumbai.
- III. EMD will not carry any interest.
- IV. EMD will be refunded to the unsuccessful bidders after finalization of the bid.
- V. EMD of successful bidder shall be returned after submission of Performance Bank Guarantee.

3.The Earnest Money Deposit submitted by the bidder may be forfeited if,

- i. Successful bidder fails to execute an Agreement and other incidental documents within the specified time as per intimation/request of EXIM BANK,
- ii. Successful Bidder withdraws his/her tender or backs out after acceptance,
- iii. Bidder withdraws his/her 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 is found to have indulged in fraudulent practices in the bid submission process.

4.Performance Guarantee: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10 % of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to **3 years & 2 months** from complete laying of the carpets. Upon submission of Performance Bank Guarantee; EMD will be refunded to the successful bidder.

5.Option Clause: The contract will have an Option Clause, wherein the Bank can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of Exim Bank to exercise this option or not.

6.Repeat Order Clause: The contract will have a Repeat Order Clause, wherein Exim Bank can order up to 50% quantity of the items under the present contract, within six months from the date of supply / successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of Exim Bank to place the Repeat order.

7. The offer is valid for 180 days from the date of opening of technical bids. During the validity period of the offer, I/We, irrevocably undertake not to withdraw / modify the offer in terms of price and other terms and conditions.

8. Exim Bank will not make any advance payment to L1 bidder.

9. TDS shall be deducted as per applicable rules/norms while making payment. GST will be paid extra if applicable.

10. Exim Bank may cancel the contract at any stage if the information provided by the successful bidder is found to be incorrect.

11. Payment will be done by Exim Bank to the successful L1 bidder based on successful completion of all the works on each floor.

Date: -

Bidder's Name: -

Place: -

Seal and Signature: -

PRICE BID:-

The Bank will inform all the Qualified Bidders regarding the time/ date fixed for the opening of the Price Bid. In the event of the specified date of the bid-opening being declared a holiday for Exim Bank, the Price Bid will be opened at the appointed time and location on the next working day. The date & time will be intimated to qualified bidders.

Sr. No	Description	Total area in Sq. ft (A)	Unit rate per Sq.ft. in ₹ (B)	Total Amount in ₹ (AXB)
1	Providing and fixing of Hand-tufted Carpet with three years' warranty (As per mentioned specification)	5000		
2	Providing and fixing of Underlay materials with adhesive/ other materials which are required to fix above Hand Tufted Carpet	5000		
3	Providing and fixing of Hand-Loomed Carpets with three years' warranty (As per mentioned specifications)	14,500		
4	Providing and fixing of Underlay materials with adhesive and other materials which are required to fix above Hand Loomed Carpet	14,500		
Total Amount in Rs. (Sum of Sr.No. 1 and Sr.No. 04)				

GST EXTRA

Note- Carpet area measurement will be as per actual size of carpet lay on floor. Wastage of carpet will not be considered by Exim Bank in measurement. Disposal of wastage carpet will be in bidder's scope. Quoted rate in price bid will include all price of Supply and fixing of Carpet in all respects together with underlay materials and adhesives and other required materials; removal and disposal of old carpets; loading, unloading, Transportation etc. and removing and re-fixing of assets i.e workstations, chairs, door, Glass, partition, cable, wire junction plate etc. which is needed to fix the new carpets.

Important points for the bidders:

1. The bidders should quote in figures. The amount for each item should be provided separately. The rates quoted shall be all inclusive rates for the items of work described, including materials, labour, machinery, carriage & transport, supervision, overheads, wastages, and other charges whatsoever for proper laying of carpets as per specifications.
2. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
3. **In case of tie in the lowest price bid, the bidder with the longest experience in carpet works will be selected as L1.**

Place:

Signature of the vendor with seal: -

Date:

Name of Signatory: -

Annexure VII

INTEGRITY PACT

[500 Rs. Non-judicial stamp paper]

Between

Export-Import Bank of India (EXIM BANK) hereinafter preferred 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 **providing and laying of carpet at Exim Bank HO Mumbai**. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the principal, personally or through family members, will, in connection with the tender for, or the execution of the 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.

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.

The principal will exclude from the process all known prejudiced persons If the Principal obtains information on the conduct of any of its employees which is a criminal offense 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)

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.

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.

The Bidder(s)/ Contractor(s) will not enter with other Bidders into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to price 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.

The Bidder(s)/ Contractor(s) will not commit any offense 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.

The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of their 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.

The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose any and all payment(s) made, are committed to, or intend(s) to make, to agents, brokers, or any other intermediaries in connection with the award of the contract.

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.

The Bidder(s)/ Contractor(s) will not instigate a third person to commit offenses outlined above or be an accessory to such offenses.

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

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.

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

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 its exclusion from the tender process.

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

In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the Subcontractor.

The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

The principal has appointed competent and credible Independent External Monitors (IEM) for this Pact after approval by the Central Vigilance Commission. Names and Addresses of the Monitors are given below:-

Mrs. Anita Chaudhary IAS (Retd.), Block T, 28/11, DLF III, Gurgaon-122002 Email: IEM@eximbankindia.in	Mrs. Rajni Sekhri Sibal IAS(Retd.), HouseNo-G-9, Second Floor, Maharani Bagh, New Delhi-110065 Email: IEM@eximbankindia.in
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The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, 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.

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.

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.

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.

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.

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.

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 the Managing Director (MD) of Exim Bank.

Section 10 - Other provisions

This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Mumbai.

Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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.

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

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)

Place _____ Date

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness-1

Witness-2

Signature: -

Signature: -

Name:-

Name :-

ANNEXURE VIII

SELF-DECLARATION ON NOT HAVING BEEN BLACKLISTED

(To be provided on letterhead of the firm)

I hereby certify that the above firm has not ever been blacklisted by any Central/ State Government/ Public Undertaking/ Institute or has defaulted in any regulatory dues and there is no criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in every respect and, if, at a later date, it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Thanking You

Signature with date:

Name:

Designation:

Official Seal