

Navodaya Vidyalaya Samiti

An Autonomous organization Under Ministry of HRD
B-15, Institutional Area, Sector-62,
Noida, Distt. G B Nagar, UP



BID No.:01/NVS/2016-17

Total no. of pages 24

BIDDING DOCUMENT
FOR
PROVIDING PMC SERVICES
FOR
CONSTRUCTION & MAINTENANCE OF JNVs

INDEX

Section No.	Description	Pages
	Cover Page	1
	Index	2
	Notice Inviting Bids	3
Section – 1	Introduction	4-7
Section -2	Bid Submission &Opening	8-9
Section – 3	Award of work	10-11
Section – 4	Eligibility Criteria	12
Section – 5	Proforma of Performance Statement	13
Section – 6	Price Bid Submission Form	14-15
Section – 7	NEFT Mandate Form	16
Annexure-I	Certificate iro of Rule 133(3) of GFR 2017	17
Annexure-II	Integrity Pact	18-24

NAVAODAYA VIDYALAYA SAMITI

(CONSTRUCTION WING)

NOTICE INVITING BIDS

Navodaya Vidyalaya Samiti, Hqrs, Noida invite bids from eligible **working / empanelled construction agencies** of NVS capable to undertake construction projects including maintenance at different places in the Country for award of construction & maintenance of Civil and Electrical works arising within a period of one years (from the date of award) on **Service Charges** basis.

TIME SCHEDULE

Published Date	17.03.2017
Submission Start Date	18.03.2017 at 11.00 am
Pre-bid Meeting	24.03.2017 at 3.00 pm
Bid Submission End Date	03.04.2017 upto 3.00 pm
Eligibility Bid Opening Date	04.04.2017 at 3.30 pm
Price Bid Opening Date	07.04.2017 at 3.30 pm

SECTION-1: INTRODUCTION

1.0 Introduction

- 1.1 The Navodaya Vidyalaya Samiti (NVS), an autonomous body under Ministry of Human Resource Development is Central Sector Scheme fully funded by the Central Government. The National Policy on Education 1986, envisaged setting up of co-educational residential schools to be called Jawahar Navodaya Vidyalayas (JNV's), with an aim of providing academic excellence coupled with equity and social justice. JNV's are located in rural areas across the country. NVS is headed by a Commissioner.
- 1.2 Navodaya Vidyalaya Samiti has its Headquarter at Sector 62, Noida, UP. It has 8 Regional Offices (ROs) at various cities all over India. It has its own construction wing headed by General Manager (Construction). Presently there are 598 school buildings functioning all over India except Tamil Nadu.
- 1.3 The opening of new Navodaya Vidyalaya is based on the offer from the State Government to provide around 30 acres of suitable land, free of cost (relaxable on case to case basis). Construction of a JNV is generally carried out in three phases namely
1. Phase A
 2. Phase B
 3. Phase B balance

The works under of different phases generally consist of following works:

1.3.1 Phase-A (Total Plinth Area – 6020sqm) :

S. No.	Building (RCC framed structure)	Nos.	Plinth Area in Sqm.	Total Plinth Area in Sqm.
1	School Building consisting of Classrooms, Library Principal, Vice Principal rooms, Staff room, laboratories etc.	1	1913	1913
2	Dormitory (without 2 Nos. warden residences): (a) Boys-2 Blocks (for 192 Students) (b) Girls – 1 Block (for 96 Students)	1.5	1383	2074.5
3	Kitchen & Dining Hall	1	757	757
4	Principal Residential Quarter	1	106	106
5	Type-III Residential Quarter Complex	8	60	480
6	Warden Residence (constructed along with dormitories)	6	55	330
7	Type-II Residential Quarter Complex	4	50	200

8	Type-I Residential Quarter Complex	4	40	160
	Total			6020.50
9	Development Works			
I.	Construction of Boundary wall			
II.	Internal & External water supply, drainage and sewerage disposal system:			
	(i) Tubewell including submersible pump & cabling etc. complete upto desired depth			
	(ii) Over Head Tank of 1,00,000 litre capacity with staging height up to 20 meters, (optional).			
	(iii) Under ground pump of 100000 litre capacity with centrifugal water pump 2 nos.			
	(iv) Pump house			
	(v) Water supply distribution, drainage and sewerage disposal system			
III.	Internal Electrification:			
	(i) Substation building			
	(ii) HT/LT Panel			
	(iii) Street lighting using U.G. cables			
	(iv) External wiring / cable connection using U.G. cables from sub-station to feeder pillar, building & pump house and necessary connection from DG set to infrastructures.			
IV.	Internal roads, paths and culverts (if any)			
V.	Preparation of playfield			
	(i) Running Track 400/200 meters – 1 no. One play field of size 190 m X110 m			
	(ii) Basket Ball fields – 2 nos.			
	(iii) Kho Kho / Volley Ball Court – 2 nos. of 40 meters X 30 meters			
VI	Earth cutting / filling, development of land, leveling of ground (as per requirement).			

1.3.2 Phase-B (Total Plinth Area – 2323sqm)

S. No.	Building (RCC framed structure)	Nos.	Plinth Area in Sqm.	Total Plinth Area in Sqm.
1	Dormitory (without 2 Nos. warden residences): (a) Boys-1 Blocks (for 96 Students) (b) Girls – 1 Block (for 96 Students)	1.0	1383	1383
2	Guest House	1	60	60
3	Type-III Residential Quarter Complex	8	60	480
4	Warden Residence (constructed along with dormitories)	4	55	220
5	Type-II Residential Quarter Complex	2	50	100
6	Type-I Residential Quarter Complex	2	40	80
	Total			2323
7	Associated development Works Water supply, drainage, Sewerage, approach road, external electrification sub stations etc.			

1.3.3 Phase – B Balance (Total plinth area – 803 sqm)

Further Expansion of Dormitory (1 Block with 2 Nos. warden residence) as per requirement of Vidyalaya is sanctioned after Phase-B. It could be 0.5 unit Boys Dormitory or 0.5 Unit Girls Dormitory or 0.25 Unit Boys + 0.25 Units Girls dormitory or as per the requirement in the vidyalaya. Two Warden Residences are also to be constructed under Phase-B (Balance) on need basis.

1.4. MAINTENANCE AND REPAIR (M&R)

There are 598 JNVs schools running all over the India. Out of 598, 549 schools are running from the permanent sites. In addition NLI are also functioning at 07 location. This infrastructure need special repairs time to time to upkeep the infrastructure functional. This M&R shall also be considered as project to be executed under this bidding documents as per the service charges quoted in the Price Bid Submission Form.

2.0 Infrastructures

As on date, NavodayaVidyalayaSamiti is having 598 schools out of which 549 are running in permanent school buildings, 20000 staff quarters, 8 Regional Offices & 07 NLI located all over the country.

3.0 Aims and Objectives

3.1 Bids are invited from Working/Empanelled Construction Agencies as per eligibility criterion with an aim & objective **to determine the lowest service charges** to carry out construction and maintenance of Civil and/or Electrical works of JNVs and other buildings of NVS located at any place in India. The empanelled/working agencies shall be required to provide the services as per scope of work given under clause 4.0 below.

4.0 Scope of work to be executed by Construction Agency:

The brief scope of work on part of the AGENCY shall include the services as may be assigned by the Custodian and in general shall include but not limited to the following:

4.1	Providing all engineering services on turnkey basis (concept to commissioning) for creating desired infrastructure. The services will include Surveying, Preparation of Master Plan, Tendering, Execution, Supervision, Quality Control, maintenance etc.
4.2	To obtain approval of CUSTODIAN for the conceptual plan/s of project.
4.3	Preparation of layout and detailed Architectural/Structural designs duly vetted by IIT and drawings of buildings, plumbing, sanitary, water supply, electrical services, generators, air-conditioning, lifts, fire protection services, telephone, wiring, landscaping etc as per requirement and submission to concerned local bodies, wherever necessary and to obtain their approval if required before and after completion of work.
4.4	Preliminary Estimate/Detailed Estimate (Technical Sanction) on the basis of DPAR/DSR with prevailing Cost Index approved by CPWD.
4.5	Complete construction of projects through contractors/vendors for work and supply of materials and labours or both, by way of time scheduling, monitoring, supervision, quality assurance/control, accounting etc.
4.6	General maintenance of buildings and external services (Civil, Electrical, Air-Conditioning, Horticulture etc.).
4.7	Co-ordination with all other agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye-laws.
4.8	After completion, handing over the project to CUSTODIAN in complete and good shape between CUSTODIAN and the Agency alongwith a hard copy and soft copy of full set of completed drawings.
4.9	Carrying soil investigation before detailed structural drawings/architectural drawings are prepared.
4.10	Entering into agreement with JNV's in standard format.

SECTION-2: BID SUBMISSION & OPENING

1.1 Instructions for submission of Bid

Submission of bids in two envelope system shall be followed:-

(i) ENVELOPE – 1

The envelope – 1 (wax sealed) shall contain all documents duly certified by the Competent authority in respect of eligibility as mentioned in Section-4

(ii) ENVELOPE – 2

The complete bid document including financial bid in given format duly filled up the blank spaces and all pages duly signed & wax sealed shall be kept in envelope – 2.

(iii) ENVELOPE – 3

The envelope -3 shall contain envelope – 1 & envelope – 2.

The wax sealed envelope – 3 shall be submitted in the office of General Manager (Const.), NavodayaVidyalayaSamiti, B – 15, Sector – 62, NOIDA (U.P).

1) The envelopes shall be super-scribed as below:-

- (a) Envelope – 1 : “Eligibility documents”
- (b) Envelope – 2 : “BID DOCUMENT”
- (c) Envelope – 3 : Name of work _____
Bid reference No. _____
Name of CA _____
With address _____

2) The envelope – 3 shall be opened first and then envelope – 1 (eligibility documents) shall be opened. The intending bidders who fulfill eligibility criteria shall be considered as qualified.

3) The envelope – 2 (containing complete BID DOCUMENT) shall be opened only for qualified bidders.

4) Each page of the bid document shall be signed with seal by an officer of bidder not less than the rank of General Manager or Superintending Engineer or eq.

5) Bids of only those bidders whose bids are complete in all respects and qualify as per eligibility criteria prescribed by NVS shall be considered. NVS reserves the right to accept or reject any or all bids received by it without assigning any reason.

2.0 Pre Bid Meeting

2.1 The bidder (or his authorized representative) to whom the bid document has been issued or who have downloaded the bid documents from website www.nvshq.org shall be invited to attend the pre-bid meeting on date and time mentioned on page 3 of this document which shall take place in the chamber of General Manager (Constn.) at NVS Hqr. B-15, Sector-62, Noida (U.P). Representatives shall carry Authority Letter for attending the above meeting.

- 2.2 The purpose of the pre-bid meeting shall be to clarify the issues and to answer queries on any matter that will be raised by the participating intending bidders.
- 2.3 The bidder are requested , as far as possible, to submit all queries by courier or by fax to reach NVS office not later than two days before the meeting. It may not be practicable to answer all queries received at the time of meeting but queries and responses / clarifications shall be issued in accordance with the subsequent clause. All communication must be addressed to General Manager (Constn.) at NVS Hqr. B-15, Sector-62, Noida (UP).
- 2.4 The text of the queries raised and the responses given together with any responses prepared after the pre-bid meeting shall be posted on the website for information to all concerns. However, a copy of the same can be obtained from the office of the General Manager (Construction). The minutes of pre-bid meeting shall form part of the Bid Document.

3.0 Opening of Bids

- 3.1 The Custodian (NVS) will open the Bids at the specified date and time and at the specified place as indicated.
- 3.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the NVS, the Bids will be opened at the appointed time and place on the next working day.
- 3.3 Authorized representatives of the Agency/Bidder, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.
- 3.4 Bids shall be opened at the prescribed time and date as indicated in the bid document. The bids shall be scrutinized and evaluated by the custodian with reference to prescribed parameters. During the Bid opening, the Bid opening official(s) will read the salient features of the bids like terms and conditions and Service Charges quoted.

4.0 Comparison of Bids and Award Criteria

- 4.1 Ranking will be done as per the Service Charges quoted by bidders. Agency quoting the lowest Service Charges shall be considered for successful for award of work for a period of one (01) years (Region wise) which may be extended with mutual consent further one (01) year based on performance. In case, same Service Charges are quoted by more than one agency, award of work will consider on the basis of performance of work executed by them during last 03 years.
- 4.2 Other agencies (L-2, L-3 and so on), may also be considered for award of work if they agree to accept lowest Service Charges. Agencies so empanelled may be considered for award of work at the discretion of competent authority of Custodian.
- 4.3 NVS also reserves the right to award any or all works on the lowest service charges as determined in para 4.1 above to any other eligible agency also.
- 4.4 Performance & existing work entrusted by NVS shall be the criteria for award of work.

SECTION-3: AWARD OF WORK

1.0 Custodian's Right to accept any Bid and to reject any or all Bids and award of work to Other Agency.

1.1 The Custodian reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time without incurring any liability, whatsoever to the affected Bidder or Bidders.

1.2 NVS shall not be bound to award any work to the empanelled agencies. (The bids being invited are non-binding and without any commitment of award of work).

1.3 NVS reserves full right to award the work to any other agency after the bidding process is over and who has not participated in the bidding process, provided such agency meets the eligibility criterion specified in Section-4.

2.0 Execution of Memorandum of Agreement

2.1 The NVS shall declare the successful Bidder(s) in writing, that its Bid for the work, which have been selected by it has been accepted, indicating essential detail such as Service Charges and the Region for which he has been selected.

2.2 The successful bidder must execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the date of issue of award of work and start the work from the date of issue of Administrative Approval. The same shall be as per norms of NVS as amended time to time and can be seen during office hours at NVS, HQrs.

3.0 Corrupt or Fraudulent Practices

3.1 It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, the Custodian/NVS:-

- (a) Will reject bid/contract if it determines that the Bidder, recommended for award, has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the custodian/NVS if it at any time determines that the agency has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/ deliberate negligence in executing the contract.

(c) The Custodian reserves the right not to conclude contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

3.2 A separate Integrity Pact as per Annexure-II shall be executed on non-judicial on denomination of Rs. 100/- with the bidder to whom the work shall be entrusted.

4.0 DISPUTES AND ARBITRATION

4.1 If any dispute or difference of any kind what so ever shall arise between the parties in connection with or arising out of this agreement or out of the breach termination or invalidity of this agreement thereof, the parties shall resolve them by resorting to the following:

- a) Party shall attempt within a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.
- b) If the dispute can not be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by recourse to Arbitration by referring the dispute to the Sole Arbitrator to be appointed by Commissioner, NVS. The arbitration shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory medication or re-enactment thereof.

Only courts in Delhi shall have jurisdiction to settle the disputes.

It is made clear that acceptance of bid and conveying of the same by NVS to the successful bidder does not confer any right to the bidder to get the work allotted. NVS reserves its right to take appropriate decision in the matter after taking into account overall issues concerning the projects as time is the essence of the contract which should be strictly adhered to by the bidder.

SECTION-4: ELIGIBILITY CRITERIA

The bidders who shall produce sufficient documents/certificates in respect of having eligibility criteria as mentioned below shall be considered as qualified and allowed for consideration of opening of Price bid.

Eligibility Criteria

The eligibility criteria for declaring the intending bidders as qualified for opening of Price bid shall be as below:

1. As specified under GFR 2017 Rule 133(3), the bidder/Agency should be a Public Sector Undertaking set up by the Centre or State Govt. to carry out Civil & Electrical works or any Central/State Govt. Organisation/PSU which may be notified by the Ministry of Urban Development for such purpose. Relevant supporting documents may be furnished.
(An affidavit in this regard as per Annexure - I shall be submitted & signed by an officer not below the rank of General Manager or Superintending Engineer or eq.)
2. The Bidder/Agency should have average annual financial turnover of Rs. 60.00 Crores on Construction Work (Civil & Electrical both) during last three consecutive balance sheet (i.e. FY 13-14, 14-15, 15-16) duly audited by Finance Wing. The Bidder/ Agency should also be a profit making company during all the last three Financial Year.
3. The Bidder/Agency should have an office setup with adequate technical staff posted in different Regions. Relevant supporting documents shall be furnished for the scrutiny.
4. The Bidder/Agency should have following satisfactorily completed works during the last three years ending previous day of last date of submission of tender as this should be certified by the officer not below the rank of Superintending Engineer / General Manager or equivalent.
 - a. Two similar work each costing not less than Rs. 12.00 Crores, or
 - b. general One similar work costing not less than Rs. 16.00 Crores

Note: Similar Works shall mean construction of Building Works i/c Electrical Work)

The Certificate/Documents received from Client Department in respect of satisfactory completion of work may also be submitted.

In support of above, the Bidder is required to furnish the required documents, Performance Statement as per Pro-forma in Section-5.

SECTION-5: PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference no. :01/NVS/2016-17
Name and address of the Bidder : _____

Details of works received & completed satisfactory

Work Order placed by (full address of Purchaser)	Order number and date	Description of work awarded	Total value of work	Date of completion of work	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Signature and seal of the Bidder

Note:-

NVS reserves the right to ask the Bidder to furnish Order copies and Satisfactory Completion Certificate from purchaser in respect of above.

SECTION-6 :PRICE BID SUBMISSION FORM

Date:_____

To
The Commissioner,
NavodayaVidyalayaSamiti,
B-15, Institutional area,
Sector-62, Noida (UP)

Ref.: Your Bid Document No.:01/NVS/2016-17 dated_____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No._____, dated _____ (if any), the receipt of which is hereby confirmed. We hereby submit our proposal in conformity with your above referred bid document for the Service Charges in the Price Bid as below, attached herewith and made part of this Bid.

S. No.	Controlling Regional Office	State Covered	Service Charges (% of project cost)	
			(in figure)	(in words)
01	Bhopal	Chhattisgarh, Madhya Pradesh, Odisha		
02.	Chandigarh	Chandigarh(UT), Himachal Pradesh, J&K, Punjab		
03.	Hyderabad	Andhra Pradesh, Karnataka, Kerala, Telangana Andaman & Nicobar Island(UT), Lakshadweep(UT), Pondicherry (UT)		
04.	Jaipur	Haryana, Rajasthan, Delhi		
05.	Lucknow	Uttar Pradesh, Uttarakhand		
06.	Patna	Bihar, Jharkhand, West Bengal		
07.	Pune	Maharashtra, Gujarat, Goa, Daman & Diu (UT), Dadar & Nagar Havelli (UT)		
08.	Shillong	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura		

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of NVS. We have read and well understood the para 4.2 to 4.4 of Section-2 & para 1.2 & 1.3 of Section-3 and shall not make any claim in case NVS entrusts the work to any other agency.

We further understand that NVS is not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that we do not stand de-registered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any.

[Signature with date, name and designation]
Duly authorized to sign Bid for and on behalf of

(Name of Organisation)

SECTION-7 : NEFT MANDATE FORM

Date: _____

From: M/s _____

To,
The Commissioner,
NavodayaVidyalayaSamiti,
Noida (UP)

Subject: NEFT PAYMENTS

We refer to the NEFT being set up by NVS. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under notes account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank's Name	
Branch Address	
Branch Telephone/Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT / RTGS	
Bidder's Name as per Account	
Telephone No. of Bidder	
Bidder's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Organisation _____

[Name & address of the Bidder on behalf of Organisation]

Confirmed by Bank
Enclosed a copy of Crossed Cheque

Certificate in respect of fulfillment of terms of Rule 133(3) of GFR 2017

Certified that _____(Name of organization), fulfills the terms of GFR 2017 Rule 133(3) “A public sector undertaking set up by the Central or State Govt. to carry out civil or electrical works or any other Central/State Govt. Organization/PSU notified by the Ministry of Urban Development (MoUD) for such purposes”.

[Signature with date, name and designation]

For and on behalf of _____

(Name of Organisation)

[Name & address of the Bidder]

Seal of the Organisation

NOTE: This certificate shall be signed by an officer not below the rank of General Manager or Superintending Engineer or eq. and shall be submitted in envelope-1.

INTEGRITY PACT

To,

The General Manager (Construction)
Navodaya Vidyalaya Samiti,
B-15, Sector-62, Noida,
G.B. Nagar, UP

Sub: Submission of bid for providing PMC services for construction & maintenance of JNVs.

Dear Sir,

I/We acknowledge that NVS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NVS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the bid, NVS shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the bid in accordance with terms and conditions of the bid.

Yours faithfully

(Duly authorized signatory of the Bidder
along with name of Organization / Construction Agency)

To be signed by the bidder / Construction Agency and same signatory competent / authorized to sign the relevant contract on behalf of NVS.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Commissioner, NVS represented through General Manager (Construction), NVS, B-15, Sector-62, Noida, UP.

.....,

NVS,, (Hereinafter referred as the **'Principal/Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Organisation / Construction Agency)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/ Construction Agency" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble

WHEREAS the Principal / Owner has floated RFP/Bid (Bid No. 01/2016-27) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "providing PMC services for construction & maintenance of JNVs". hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) Construction Agency.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and

conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the NVS.

- (1) The NVS commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, 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.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Construction Agency(ies)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Construction Agency commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender / bidding process and during the Contract execution:
 - (a) The Bidder(s)/ Construction Agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or 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)/ Construction Agency will not enter with other Bidder(s) 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 cartelize in the bidding process.

- (c) The Bidder(s)/Construction Agency (ies) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Construction Agency will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Construction Agency will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Construction Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (4) The Bidder(s)/Construction Agency will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - (5) The Bidder(s)/Construction Agency will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Construction Agency and the Bidder/ Construction Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Construction Agency, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the Construction Agency shall have powers to disqualify the Bidder(s)/Construction Agency from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Construction Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner

apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Construction Agency.

- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Construction Agency, or of an employee or a representative or an associate of a Bidder or Construction Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Construction Agency as deemed fit by the Principal/ Owner.
- (3) If the Bidder/ Construction Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Construction Agency /Subcontractors

- (1) The Bidder(s)/Construction Agency undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Construction Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its contractors/vendors/Sub contractor (sub vendors).
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Construction Agency.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Construction Agency 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of NVS.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Construction Agency alongwith name of construction Agency)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Date: