



NBCC (INDIA) LIMITED

(Formerly known as 'National Buildings Construction Corporation Limited')

(A Government of India Enterprise)

SBG – West Bengal

Vibgyor Towers, Action Area- I, CE-II, New Town, Rajarhat, Kolkata- 700 156.

Tel & fax:-033-4004-1094 & 033-4067-1093/94.

Email ID: rbg.east@nbccindia.com

SECTION- 1
NOTICE INVITING e- TENDER
(pg. 1 to 11)



NBCC (India) Limited

(Formerly known as 'National Buildings Construction Corporation Limited')

(A Govt. of India Enterprise)

NO. NBCC/SBGWB/CONSULT/MDIM/etender/2022/307

Dated: 11.02.2022

NOTICE INVITING e-TENDER

1. NBCC invites e-tender on percentage fees basis from reputed Architect / Consultant firms for providing Architectural and Engineering Consultancy Services for **Design and Engineering of project including civil, architectural, Structural, Plumbing, Electrical, Environmental, Sewerage, Fire HVAC, Furniture & IT Networking, IBMS etc. for various Construction Works at MDI-Murshidabad, West Bengal** as per schedule as under. The estimated Project Cost of this work is **Rs.64.78 Cr.**

Bidding Document No.	NBCC/SBG(WB)/CONSULTANT/MDIM/etender/2022/307 dated: 11.02.2022
Name of the work	Design and Engineering of project including civil, architectural, Structural, Plumbing, Electrical, Environmental, Sewerage, Fire HVAC, Furniture & IT Networking etc. for various Construction Works at MDI-Murshidabad, West Bengal
Client/Owner	Management Development Institute, Murshidabad
Brief Scope of Work	Design and Engineering of project including civil, architectural, Structural, Plumbing, Electrical, Environmental, Sewerage, Fire HVAC, Furniture & IT Networking, IBMS, Obtaining statutory approvals for design and drawings, obtaining fire NOCs and other clearances from statutory authorities, obtaining completion/ occupancy certificate for the following proposed structures for Director's Bungalow, Extension of canteen at 1 st Floor level, Two new lecture halls with 60 capacities each + One additional computer Centre with 100 capacity each, New Boys Hostel (G+5) for 160 students with kitchen & dining hall, Faculty quarters (8 nos. flats), One Auditorium of 600 capacities with basement, balcony, cantilever gallery type structure, Indoor sports, Cultural Centre Yoga Centre, Health centre with 20 beds, Sewerage treatment plant to be executed in phases.
The Maximum Quoted Consultancy Fee to be quoted by intending tenderer.	1% of the Estimated Cost of the Work
Time for Completion of work Defect Liability period	60 Months in phases 12 Months
Estimated Consultancy Fee	Rs.64,78,000.00 (Rupees Sixty Four Lacs and Seventy Eight Thousand only)
Earnest Money Deposit	Rs.64,780.00 (Rupees Sixty Four Thousand Seven Hundred and Eighty Only)

Non-refundable cost of tender / Bid document	Rs. 25,000/- + GST @ 18% i.e. Rs. 29,500/- (Rupees Twenty Nine Thousand and Five Hundred only) in the shape of DD/PO in the favour of NBCC (India) Limited, Payable at Kolkata. Bank Details of NBCC (for purpose of BG) Name of Beneficiary: NBCC (India) Ltd Bank: Union Bank of India, Lodhi Colony, New Delhi (3524) Current A/c No.: 352401010035007 IFS Code: UBIN0535249
Non-refundable cost of e-tender processing fee	Rs.2950.00 (Rupees Two Thousand nine hundred and fifty only) through e-payment gateway to M/s Railtel Ltd.
Date & time of opening of Technicalbid	On 25.02.2022 at 11.30 AM(IST)
Last date & time of submission of bid (on line)	Upto 25.02.2022 at 11:00 a.m.(IST)
Period during which EMD, Cost of bid Document, e-tender processing fee and other documents (all original) in hard form shall be submitted	Up to 11.00 AM on 25.02.2022, i.e., on or before the date of opening of technical bid
Date & Time of Design Concept Presentation	On 04.03.2022 from 10.00 AM onwards
Date & Time of Opening of Financial Bid	On 04.03.2022 at 5.00 PM
Validity of offer	150 days from initially stipulated last date of submission of Tender as per NIT.
Obtaining GRIHA/ Green Building Certification	Required Minimum Three Star Rating

The tender document can be downloaded from the websites <https://nbcc.enivida.com> and www.eprocure.gov.in. "Corrigendum, if any, would appear only on the above web site and not be published".

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 7 years sending initial stipulated last date of submission of tenders:-
 - a. Three similar works each costing not less than 40% of the estimated cost of the project.

OR

- b. Two similar works each costing not less than 60% of the estimated cost of the project.

OR

- c. One similar work costing not less than 80% of the estimated cost of the project.

“Similar works for Building Works” shall mean Residential/ Non-Residential building works of any no. of storeys”.

“Successfully completed similar works” shall mean completion of construction of project for which consultancy assignment has been executed.

- ii) The past experience in similar nature of work should be supported by certificates issued by the client’s organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of fee received as per TDS Certificates compared to agreed consultancy fee with client.
- iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of tender as per NIT.
- iv) Joint-venture / consortia of firms / companies are not eligible to quote for the tender.
- v) The bidders submitting experience certificate for the works done in joint venture (JV)/ consortium with other firms/ companies, their proportionate experience to the extent of its share in the JV/ consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done.

vi) Foreign Certificates:

- (a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The Architect/Consultant shall also get the completion/experience certificate attested by the Indian Embassy/consulate / High Commission in the respective country.

In the event of submission of completion /experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

Note:

Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents “Apostille stamp” affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission including extension(s) given if any.

vii) Certificates in the name of other Companies:

- a. Certificates of Subsidiary/ Parent/ Group Company/ Own works:** Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/ own works, shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.
- b. Merger/ Acquisition of Companies:** In case of a Company/ firm, formed after merger and/or acquisition of other companies/ firms, past work experience Financial parameters of the merged/ acquired companies/ firms will be considered for qualification of such company/ firm provided such company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms.

B. Financial Strength:

- 1.** The Average annual financial turnover for last 3 years shall be at least 40% of the estimated consultancy fee put to tender. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.
- 2.** The bidders are required to upload page of summarised Balance Sheet (Audited) and also page of summarised Profit & Loss Account (Audited) for immediate last three years.
- 3.** The intending tenderer(s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
- 4.** Information and Instructions for tenderers posted on website shall form part of bid document.
- 5.** The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://nbcc.enivida.com> or www.eprocure.gov.in free of cost.
- 6.** Those Architect firms/ Consultants not registered on <https://nbcc.enivida.com> are required to get registered beforehand with M/s Railtel. If needed they can be imparted training on online bidding process as per details available on the website.
- 7.** The intending tenderer(s) must have valid class-III digital signature to submit the bid.
- 8.** On opening date, the Architect Firm/Consultant can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 9.** Architect firm / Consultant should upload documents in PDF format.
- 10.** Architect firm/ Consultant must ensure to quote rate in percentage. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. The rate shall be Quoted upto 2 Decimals.

If any cell is left blank and no rate is quoted by the tenderer, rate of such item/ work

shall be treated as "0" (ZERO) and the bid submitted by him shall be categorized as unresponsive and be ignored.

- 11.** Notwithstanding anything stated above, NBCC reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NBCC.
- 12.** The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- 13.** The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 07 days from the date of uploading of Tender on website. NBCC will reply only those queries which are essentially required for submission of bids. NBCC will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 07 days from the date of uploading of Tender on website, extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.

Further, queries regarding Design concept presentation also will not be entertained after 07 days from the date of uploading of tender on website. Bidders have to give Design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.

- 14.** NBCC reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.
- 15.** Integrity Pact as per Annexure-III under Section-6 (For all contracts having estimated consulting fees valuing Rs.5.00 Crores and above): Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.

15.1 Independent External Monitors

- (i) In respect of this consultancy assignment, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
- (ii) The Independent External Monitor(s) (IEMs) have been appointed by NBCC, in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders/Contracts. Contact details of the Independent External Monitor (s) are posted on NBCC's website i.e. www.nbccindia.com.
- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between NBCC and Consultant.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Consultant. The Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Sub-consultants. The

Monitor is under contractual obligation to treat the information and documents of the Bidder / Consultant / Sub-Consultants etc. with confidentiality.

16. Earnest Money Deposit:

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of NBCC (India) Limited from any Scheduled bank. The Bank Guarantee towards EMD is also acceptable (in the prescribed format as per Section-6) issued from any Nationalized Bank/Scheduled Banks. EMD shall be submitted in the prescribed proforma.

The EMD shall be valid for a minimum period of 180 (One Hundred eighty) days from the original last day of submission of bid as per NIT. The EMD shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of NBCC.

16.1 The EMD shall be payable to NBCC without any condition(s), recourse or reservations.

- i) The Bid will be rejected by NBCC as non-responsive and shall not be considered in case EMD is not received in physical form.
- ii) The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.
- iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.
- iv) No interest shall be paid by NBCC on the EMD.
- v) The EMD may be forfeited:
 - a) If a consultant withdraws the bid after bid opening during the period of validity;
 - b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
 - c) Upon non acceptance of LOI/LOA, if and when placed In the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
 - d) If the bidder furnishes any incorrect or false statement/information/document.
 - e) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and/or name of bidder's near relative who is posted in the project office/concerned zonal/SBG/RBG office of NBCC.
 - f) If Consultant commits any breach of Integrity Pact.

17. Deleted

18. List of Documents to be scanned, and uploaded on the e-tender website within the period of bid submission:

- a.** Demand Draft/Pay order or Banker's Cheque / Bank Guarantee of any Nationalized / Scheduled Bank against EMD.
- b.** Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- c.** Annexure-I: Affidavit duly notarized by notary public on Non-Judicial stamp paper of Rs.100 for correctness of documents/ information.
- d.** Annexure-II: Unconditional letter of acceptance of tender conditions (in original)(duly signed on letter head of the applicant/ bidder).
- e.** Proof of payment through e-payment gateway to e-tendering service provider.
- f.** Annexure-III to Annexure-XIII.
- g.** Corrigendum / Addendum / Other documents, if any.
- h.** Power of Attorney/ Board Resolution of the person authorized for signing/ submitting the tender.
- i.** Annexure- XV- Proforma for Details of Client Organization in respect of Work Experience Certificates

NOTE:

1. The documents at Sl. No. a, b, c & d (i.e., Cost of bid document, Demand Draft/ Pay Order or banker's Cheque or Bank Guarantee of any Nationalised or Scheduled Commercial Bank against EMD, Unconditional letter of acceptance duly signed on the letter head, Notarized Affidavit for correctness of documents/ information) are required to be submitted in original in hard copy also within the period of Bid submission. All other documents are not required to be submitted in hard copy.
2. In case of non-submission of the Cost of Bid Document and/or Demand Draft/ Pay Order or banker's Cheque or Bank Guarantee of any Nationalised or Scheduled Commercial Bank against EMD, the bid shall be rejected outrightly without seeking any further clarification.
3. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness (strictly as per prescribed format) before submission of bid. The bid shall be rejected outrightly in case of its non-submission without seeking any further clarification/document. No claim of the consultant whatsoever shall be entertained by NBCC on this account.
4. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering website(s) by bidders with the bids. Please note no fresh document other than in the form of clarification/ revision in respect of an existing document shall be accepted after the last date of submission of bids.
5. The information should be submitted in the prescribed proforma. Bids with

incomplete/ ambiguous information are liable to be rejected.

6. Demand Draft/ Pay Order or Banker's Cheque or Bank Guarantee of any Nationalised or Scheduled Commercial Bank against EMD submitted by the Bidders shall be strictly in the format prescribed in GCC. In case, bank Guarantee for EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.
7. All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the bids shall not be considered for evaluation.

19. Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
- b) Quoting Sheet for Tenderer
- c) General Conditions of Contract
- d) Special conditions of Contract (SCC)
- e) Site Layout/Plan, Drawings if available
- f) Annexure-I to Annexure-XIII and Annexure- XV
- g) Corrigendum / Addendum / Other documents, if any

- 20.** The envelope containing requisite bid documents should also indicate clearly the name of the tenderer and his address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 11:00 Hrs on or before date of Technical Bid. The on line bid shall be opened at 11:30 Hrs. on the same day.

Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers whose Earnest Money Deposit, Cost of Bid Document, e-Tendering processing fee, Unconditional letter of acceptance and Affidavit for correctness of documents/information are submitted alongwith the bid.

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
- ii) The tenderer does not upload all the documents as stipulated in the bid document.
- iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

- 21.** Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.

- 22.** The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NBCC, then NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD as aforesaid. Further the tenderers shall not be allowed to participate in the re- bidding.

- 23.** The acceptance of any or all tender(s) will rest with NBCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
- 24.** On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent(LOI) by NBCC.
- 25.** Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award (LOA)/ Letter of Intent (LOI) by NBCC.
- 26.** The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The tenderers shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

27. ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, with regard to General Conditions of contract, Special Conditions, Specification, Corrigendum/Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

1. Letter of Award, along with statement of agreed variations and its enclosures, if any.
 2. Corrigendum, Addendum, Clarifications etc.
 3. Special Condition of Contract.
 4. Description of Bill of Quantity / Schedule of Quantities.
 5. General Conditions of Contract.
 6. Drawings
 7. CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
 8. Relevant B.I.S. Codes.
- 28.** Deleted.
- 29.** Financial Bid will be opened at 5 PM on the date of the Design Concept Presentation or as intimated separately in the presence of participants who choose to attend the opening of the Financial Bid.
- 30.** The bidder shall fully comply with the DIPP's PPP-MII order No. P-4501/2/2017/E-II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.
NOTE: In case of procurement for a value in excess of Rs.10 Crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company (in case of companies) or from a participating Chartered accountant (in respect of tenderer other than companies).
- 31.** The bidder shall ensure that all approved makes for each respective items to be used in the works are proposed by make In India (MII) only as per the norms of minimum local content required as defined in the public procurement (preference to make In India)

order 2017 or any subsequent revision.

- 32.** The bidder shall fully comply with the Ministry of MSMED Act, 2006 and MSME Order 2012 or any further revision at any later date (as per applicability under clause 1.11 of Instruction to Consultants) during the entire tenancy of the contract.
- 33.** In case of any query please contact **Shri Sandeep Sharma, DGM (Engg)**
Phone No: **7011075524**, Email Id: sandeep.sharma@nbccindia.com during office hours.

Section-2

INSTRUCTIONS TO TENDERER (PAGE No. 12 to 40)

INSTRUCTIONS TO CONSULTANT

1.0 Introduction

1.1 The Architect firms / Consultants are invited to submit a Technical bid together with a Financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed Contract with the selected Architect firm /consultant.

1.2 Architect firms/consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect firms/consultants are desired to visit the site before submitting a proposal. Architect firms/Consultants or his authorised representative should contact the following regarding site specific information and site visit enquiry.

Contact : Sh. Sandeep Sharma, DGM (Engg), ZIC

Address : Vibgyor Tower, Action Area- I, CE-II, New Town, Rajarhat, Kolkata- 700156

Facsimile :

Phone No :

Mobile : 7011075524

1.3 (a) NBCC will provide the inputs to the Architect firms/consultants, if available. However, NBCC does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.

(b) The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.

1.4 Architect firms/consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. NBCC / Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect firms/consultants.

1.5 Conflict of Interest

1.5.1 NBCC's policy requires that Architect firms/consultants provide professional, objective, and impartial advice and at all times hold NBCC's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.5.2 (i) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting assignments

- (ii) An Architect firm/consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.

Conflicting relationship

- (iii) An Architect firm/consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of NBCC's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NBCC throughout the selection process and the execution of the Contract.

1.5.3 Architect firms/consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NBCC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Architect firm/consultant or the termination of its Contract any time, throughout currency of the work.

1.5.4 No agency of current employees of NBCC shall work as Architect firms/consultants. Recruiting former employees of NBCC to work is acceptable provided no conflict of interest exists.

1.6 Fraud and Corruption

1.6.1 NBCC requires that the Architect firms/consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, NBCC:

- (a) Defines, for the purpose of this paragraph, the terms set forth below:
 - (i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of NBCC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Architect

firm/consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

- (c) will sanction an Architect firm/consultant, including declaring the Architect firm/consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.7 The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.8 Only One Proposal

The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

1.9 Proposal Validity

The Architect firm /consultant tender must remain valid for 150 days after the last date fixed for submission of tender including the extension(s) given, if any.

1.10 Association of Sub-Consultants (for specialized work)

Architect Firm/Consultant may associate with sub consultant(s) for specialized works such as Interior design, HVAC, Lift, Fire-fighting, Landscape etc. The details of such sub consultants shall be mentioned by the Architect firm /consultant in the attached format at Annexure-XII at the time of submission of Bid.

1.11 The benefits under the Govt. policies as under shall be available to the eligible bidders on submitting the relevant supporting documents:

1. Public purchase (Preference to make in India) order 2017 or any further revision at any later date.
2. MSMED Act, 2006 and Public Procurement Policy of MSEs, Order-2012 or any further revision at any later date- The policy shall be applicable to Exclusive Service and Supply Contract wherein Supplier provides goods or services at his own without being procured full or part of it from the market.

Therefore, the policy shall not be applicable to the following:

- a. Service Contracts in the nature of Work Contracts;
- b. Service contracts which are in the nature of Composite Supply (wherein services provided by the bidder is limited and some of the services/ goods are procured by them from some other party or wherein they need to associate with other consultants to complete the work);
- c. Traders

2.0 Clarifications and Amendment of Bid Documents

2.1 Architect firms/consultants may request for a clarification on any clause(s) of the Bid documents within 7 days from the date of uploading of Tender on website. Any request for clarification must be sent in writing, or by standard electronic means to NBCC's address. NBCC will respond in writing, or by standard electronic means and

will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Architect firms/consultants. Should NBCC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

However, NBCC reserves the right to respond the queries after cut-off date as mentioned above.

- 2.2 At any time before the submission of tender, NBCC may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/ Addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website <https://nbcc.enivida.com> and www.eprocure.gov.in and the Consultants are thus advised to update their information by using said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, NBCC may at its discretion, extend the deadline for the submission/ opening of the tender.

3.0 Preparation of Bid Proposal

- 3.1 In preparing their tender, Architect firms/consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.

- 3.2 The bid proposals, all related correspondence exchanged by the Architect firms/consultants & NBCC and the contract to be signed with the winning consultant shall be written in the English language.

3.3 Technical Bid Proposal

- a) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non responsive / invalid.
- b) The Technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

3.4 Financial bid Proposals

The Financial bid shall not include any commercial or technical condition/information. Financial offer shall be submitted as per Section-5 in Percentage Rate.

4.0 Submission, Receipt and Opening of bids

- 4.1 The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-II, Section-6.

- 4.2 An authorized representative of the Architect firm/consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.

- 4.3 NBCC shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.
- 4.4 The evaluation of bids shall be done as described in the Section-4 for tenders invited on Quality and Cost based System.

5.0 Confidentiality

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

- 6.0** Bids from Consultant against whom action to suspend business dealings has been taken by NBCC or any of its subsidiaries shall not be accepted for any future enquiry/ bid/ tender till the expiry of period of debarment. Bidders may refer to the 'Guidelines on Suspension of Business' on NBCC's website.

Timelines for implementation of the project

The consultant shall also adhere to the following terms and conditions for the successful implementation of the work:-

1	Submission three concept plans for Design Concept plans for approval of MDIM	30 days from date of issue of LOA
2	The successful bidder shall submit the 3D presentation walkthrough	10 days from date of finalization of the concept plan.
3	The successful bidder shall submit Front End Engineering (FEED), Detailed planning, designing, working drawings, estimation etc. relevant for call of tenders and execution	45 days from date of finalization of the concept plan.
4	The successful bidder shall prepare tender document for call of tenders and award of work	Within 20 days of Statutory Approval.

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr. s/o R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/ Authorized signatory of M/s..... having its Head office/ Regd. Office at
2. That the information/ documents/ experience certificates/ Bank Guarantee(s) submitted by M/s..... along with the tender for..... (Name of Work)..... to NBCC (India) Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies those from issuing authority (ies). I shall have no objection in providing the original copy of the document(s), in case NBCC demand so for verification.
4. I hereby confirm that in case, any document, information &/ or certificate submitted by me found to be incorrect/ false/ fabricated, NBCC at its discretion may disqualify/ reject/ terminate the bid/ contract and also forfeit the EMD as per NBCC policy.

I,, the Proprietor/ Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at this day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

ACCEPTANCE OF TENDER CONDITIONS

(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/ as per board resolution)

From:

To,
NBCC (India) Limited,

.....
.....

Sub: Name of work & NIT No.:.....

Sir,

1. This has reference to the above tender. I/we have read/viewed all the tender terms and conditions and are pleased to submit our tender for the above work and I/we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. I/we are eligible to submit the bid for the subject tender and I/we are in possession of all the documents required.

Yours faithfully,

(Signature of the tenderer With rubber stamp)

Dated:.....

INTEGRITY PACT

BETWEEN

NBCC(INDIA) LIMITED (NBCC) hereinafter referred to as "**The Principal**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as "**The Bidder/Architect Firm/Consultant**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract).....(hereinafter referred to as the 'Project'). The Principal necessarily requires 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 Architect Firm(s)/Consultant(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

To meet the purpose aforesaid both the parties have agreed to comply 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:

Section 1 – Commitments of the Principal

Obligations on Principal

The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

(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 or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or

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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 Architect Firm(s)/ Consultant(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Architect Firm(s)/ Consultant(s)/Bidder(s) the same information and will not provide to any Architect Firm(s)/ Consultant(s)/Bidder(s), confidential/additional information through which the Architect Firm(s)/ Consultant(s)/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. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Architect Firm(s)/ Consultant(s) or Bidder(s), 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 or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.
 - (3) The Principal will enter into agreements with identical conditions with all Architect Firm(s)/Consultant(s)/Bidder(s) for the different Work Packages in the aforesaid Project.
 - (4) The Principal will disqualify from the tender process all Architect Firm(s)/ Consultant(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Architect Firm(s)/Consultant(s)

Obligations on Bidder(s)/Architect Firm(s)/ Consultant(s)

To accept and comply 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 Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Architect Firm/Consultant acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

- (1) It is required that each Bidder/Architect Firm / Consultant(including their respective officers, employees and associate consultants) 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.

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(2) The Bidder(s) / Architect Firm(s)/ Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) /Architect Firm(s)/Consultant(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 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)/Architect Firm(s)/Consultant(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)/Architect Firm(s)/Consultant(s)will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Architect Firm(s)/Consultant(s)will not use improperly, for purpose 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)/Architect Firm(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Architect Firm(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Architect Firm(s)/Consultant(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The Bidder(s)/Architect Firm(s)/Consultant(s)will, when submitting 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.

(f) The Bidder(s)/Architect Firm(s)/Consultant(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.

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- (3) The Bidder(s)/Architect Firm(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Architect Firm(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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)/Architect Firm(s)/Consultant(s) 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).
- (6) The Bidder(s)/Architect Firm(s)/Consultant(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
- (7) The Bidder(s)/Architect Firm(s)/Consultant(s), shall take the responsibility of the adoption of IP by its associate consultants also.

Section 3- Disqualification from tender process and/or exclusion from future contracts.

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

- (1) If the Bidder(s)/Architect Firm(s)/Consultant(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) /Architect Firm(s)/Consultant(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Architect Firm/Consultant from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.

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- (2) If the Architect Firm(s)/Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Architect Firm(s)/Consultant(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the consultant from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Architect Firm(s)/ Consultant(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4- Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s)/Architect Firm(s)/Consultant(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/ Architect Firm(s)/ Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Architect Firm(s)/Consultant(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, 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 Security Deposit/Performance Bank Guarantee furnished by the consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Architect Firm(s)/Consultant(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Architect Firm(s)/ Consultant(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5- Previous transgression

- (1) The Bidder(s)/Architect Firm(s)/ Consultant(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or

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with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Architect Firm(s)/ Consultant(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Architect Firm(s)/ Consultant(s) can be black listed in terms of Section 3 above.
- (3) If the Bidder/ Architect Firm/ Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Section 6- Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NBCC. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, NBCC.
- (4) The Bidder(s) /Architect Firm(s)/ Consultant(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the consultant. The consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Architect Firm(s)/ Consultant(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient 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 consultant.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the

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Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

- (7) The Monitor will submit a written report to the CMD, NBCC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the CMD, NBCC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NBCC, 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 Chief Vigilance Officer, NBCC.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.
- 10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- (11) IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organisation should be looked into by the CVO of the concerned organisation.
- (12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organisations.
- (13) Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- (14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission.

Section 7 – Criminal charges against violating Bidder(s)/Architect Firm(s)/Consultant(s)/Associate consultant(s)

If the Principal obtains knowledge of conduct of a Bidder/ Architect Firm/ Consultant or any employee or a representative or an associate of a Bidder/Architect Firm/ Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NBCC.

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Section 8 – Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Architect Firm(s)/Consultant(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

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 CMD of NBCC.

The Bidder(s)/ Architect Firm(s)/ Consultant(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/ Architect Firm(s)/ Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Architect Firm/ Consultant 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 shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.
- (6) 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 Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration

(For & On behalf of the Principal)
Bidder/ Architect Firm/ Consultant)
(Office Seal)

(For & On behalf of
(Office Seal)

Signature of Tenderer

Signature of NBCC

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Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/Partners/Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with NBCC (Attach copy of power of Attorney)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with SealSignature of TendererSignature of NBCCwww.nbccindia.com

Organization setup of the company
(Details to be furnished in the following format)

S. No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with firm	Remarks

Signature of Bidder with Seal

Tender for:

DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED DURING LAST 10 YEARS

(Details to be filled online)

S. N.	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of the Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.								
2.								
3.								
4.								
5.								
6.								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Name of the Client with Address, email and phone No.

Dispatch No.

Date:.....

Work Experience Certificate

Name of Consultant.....

1	Name of Work/ project & location				
2	Brief Description of work and Scope of Contract				
3	Name and address of clients				
4	Agreement Amount				
5	Cost of work on completion				
6	Date of start				
7	Stipulated date of completion				
8	Actual date of completion				
9	Amount of compensation levied for delayed completion, if any				
10	Type of work: Residential/ Non Residential				
11	No. of basements in any building of this work				
12	Maximum height of any building of this work				
13	Maximum no. of storeys of any building of this work				
14	Performance Report	Outstanding	Very good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical Proficiency				
(d)	Technical Proficiency				

**Date, name & Designation
Signature with Seal of Issuing Authority**

Annexure-VIII

Sl. No.	Name of Employee	Qualification	Designation	No. of Years with the Company	Total experience in years
A	Director/ Partner/ Chief Architect/ Proprietor of Company				
1					
2					
B	Notified Team Leader				
1					
C	Notified Project Manager (for project above Rs.100 Cr.)				
1					
D	Architect(s)				
1					
2					
3					
4					
5					
6					

- **Attach copies of CVs duly attested by the individual as well as by the authorized signatory of the Company.**
- **Attach Copies of Qualification, FORM-16/ 16A/ 26AS and latest salary slips duly certified by the individual as well as by authorized signatory of the Company.**
- **For Team leader and Project Manager, in support of claimed experience associated with the bidder, certified copy of Appointment/ Offer letter (duly certified by the individual as well as by authorized signatory of the company) shall also be attached.**
- **In case of non-submission of any of the supporting document, Zero mark will be given in the respective category.**

Tender for:

DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 10 YEARS

(Details to be filled online)

S. No.	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Residential or Non Residential	No. of Basements	No. of Storey	Height of Building	Ref. & Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								
4								
5								
6								

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Name of Bidder-----

TURN OVER FOR LAST THREE YEARS
(Details to be filled online)

- I. Financial Analysis: This certificate is to be submitted in original along with the Bid Documents.

		1 st FY Rs. (In Lacs)	2 nd FY Rs. (In Lacs)	3 rd FY (Last day of preceding Financial Year) Rs. (In Lacs)	Average Annual Turnover Rs. (In Lacs)
		a	b	c	(a+b+c)/3
(i)	Annual Turnover for the Financial Year (FY) *				

* As per audited balance sheet

- II. Summarised page of Profit & Loss Account of previous three Financial Years is to be enclosed.

**Signature of Chartered Accountant
with Seal**

**Signature of the Bidder
with Seal**

TDS DETAILS FOR PRIVATE SECTOR PROJECTS
(Details to be filled online)

S. No.	Name of work	Name of Client	Project Cost In Crores	Ref.No. and Date of issue of Completion Certificate	Cost of the work on completion in crores	Total Consultancy Fee for the Project In Lakhs	Payments received as per TDS in Lakhs	TDS Corresponding to the payments	Year wise TDS as per Form-26AS relating to the work
1.									
2.									
3.									
4.									
5.									
6.									

Note: Value of Work done will be considered commensurate with TDS Certificates

In case of multiple contracts undertaken from a Client, details of TDS/Form-26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML Format or Form-16A

Signature of Bidder with Seal

**Signature of Chartered
Accountant with Stamp and
Membership Number**

Details of Associate Consultants

S. No.	Description	Details
1	Structural Consultant	
2	Façade Designer	
3	Interior Designer	
4	Electrical Consultant	
5	Plumbing & Fire Consultant	
6	Acoustic Consultant	
7	Traffic & Parking Consultant	
8	Environment Consultant	
9	Green Building Consultant	
10	Lighting Consultant	
11	HVAC Consultant	
12	Landscape Consultant	
13	Audio Visual Consultant	
14	I.T. System Consultant	
15	Consultant for any other special Work	

Signature of Applicant with seal

GST Registration Details

Sr. No.	Consultant / Vender Details	
1	Entity Name	
2	Address (As per registration with GST)	
3	City	
4	Postal Code	
5	Region/ State (Complete state Name)	
6	Permanent Account Number	
7	GSTN/ ARN/ UID/ Provisional ID No. (Copy of Acknowledgement required)	
8	Type of Business (As per registration with GST)	
9	Service Accounting Code/ HSN Code	
10	Contact Person	
11	Phone Number and Mobile Number	
12	E-mail ID	
13	Compliance Rating (If updated by GSTN)	

Signature of Applicant with seal

Performa for Details of Client Organization in respect of Work Experience Certificates

(Details to be provided by the Bidder in respect of the work Experience Certificates submitted along with the Tender)

Details of client organization							
Sl. No.	Name of the Work	Name and Designation of the Experience certificate issuing authority with phone/contact number and working e-mail ID	Name, phone/contact number and working e-mail ID of the highest authority heading the project	Name of Head of the organization	Complete Postal address	E-mail ID	Phone no.
1.							
2.							
3.							

Seal and Signature of Bidder