

NATIONAL INSTITUTE OF DESIGN MADHYA PRADESH

Village-Acharpura, Eint Khedi, Post-Arwaliya, Bhopal (M.P.) - 462 038

website: www.nidmp.ac.in

INDEX

Name of Work: ***Miscellaneous works at various places in the campus of NID Madhya Pradesh, Acharpura, Bhopal (M.P).***

Sl. No.	Description	Page
1	Index Page	1
2	Notice inviting E-tenders	2
3	PART-A	3
4	Information and e-Tendering for Contractors	4 - 7
5	Notice Inviting Tenders (Form CPWD-6)	8 - 11
6	Tender (Form CPWD-7)	12 - 17
7	Salient/Mandatory requirement for tender	18 - 19
8	PART-B	20
9	Scope of Work	21
10	Quality Assurance of the work	22 - 23
11	Additional terms and conditions	24 - 25
12	Special Condition for Material	26
13	Additional conditions for Civil Works	27 - 30
14	General Specifications for Civil Works	31 - 32
15	Integrity Bond	33 - 39
16	Performance Security Guarantee bond	40 - 42
17	Undertaking of compliance of all the statutory laws to be submitted on the letter head of the organization with seal & signature	43
18	Bill of Qty. (Annexure-A)	
18	Architectural Drawing (Annexure-B)	

NIT amounting to Rs. 17,67,097/- (Rupees Seventeen Lakhs Sixty Seven Thousand Ninety Seven only) is approved.

[Certified that this N.I.T. contains 43 (Forty Three) pages + BOQ contains 02 pages + Annexure drawings contains 02 pages = Total 47 (Forty Seven) pages only].

-Sd-

Date:16.09.2020

Registrar, NID MP

NATIONAL INSTITUTE OF DESIGN, MADHYA PRADESH

Notice Inviting e-Tenders No. NIDMP/WORKS/2020-21/001

National Institute of Design, Madhya Pradesh invites online percentage rate/ item rate tender on two bid system from the registered contractors in either CPWD / MP PWD / Central PSUs in appropriate category for the following work:

1. NIT No. NIDMP/WORKS/2020-21/001.
2. Name of work: Miscellaneous works at various places in the campus of NID Madhya Pradesh.
3. Estimated cost: Rs. 17,67,097/-
4. Earnest money: Rs. 40,000/-
5. Period of completion: 02 months.

Schedule of Tender

Tender enquiry Number	NIDMP/WORKS/2020-21/001	
Date/ time of release of tender through e-procurement solution	16.09.2020	05.00 PM
Last date/ time of submission of queries/ observations, if any, for clarification through e-mail to cao@nidmp.ac.in	26.09.2020	10.00 AM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	25.09.2020	04.00 PM
Start date / time of submission of online bid	17.09.2020	10.00 AM
Last date / time of downloading bid document	05.10.2020	04.00 PM
Last date / time of submission of online bid	07.10.2020	04.00 PM
Last date / time for submission of hard copies of the required documents	07.10.2020	06.00 PM
Date / time of opening of Technical bid	08.10.2020	11.00 AM
Date / time of opening of Financial bid	Will be notified later	

The bid forms and other details are available on website <http://nidmp.ac.in/tenders>, but the bids can only be submitted online on <https://eprocure.gov.in>.

-Sd-

Date: 16.09.2020

Registrar

PART-A

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING
FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

National Institute of Design, Madhya Pradesh invites online percentage rate / item rate tender on two bid system from the Registered contractors in appropriate category * for the following work(s):

S. No.	NIT No.	Name of work and location	Estimated cost put to tender (in Rs.)	Earnest Money	Period of completion	Last date & time of submission of tender	Period by which hard copy of EMD, Cost of Tender Document, e-Tender Processing Fee and other documents shall be submitted	Time & date of opening of the tender
1	NIT No. NIDMP/WORKS/2020-21/001	Miscellaneous works at various places in the campus of NID Madhya Pradesh.	17,67,097/-	40,000/-	02 months	Up to 04:00 PM on 07.10.2020	Up to 06:00 PM on 07.10.2020	At 11:00 AM on 08.10.2020

*The eligible contractors mean registered in either CPWD / MP PWD / Central PSUs if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.

The enlistment / registration of the contractors should be valid on the last date of submission of tenders.

In case the last date of submission of tender is extended, the enlistment / registered of contractor should be valid on the original date of submission of tenders.

1. The intending tenderer must read the terms and conditions of CPWD- 6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed 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 <http://nidmp.ac.in/tenders>, free of cost and shall be submitted on line on website <https://eprocure.gov.in>.
4. The tender can only be submitted after uploading the mandatory scanned documents as per list given below.
5. The amount of EMD will be paid in the form of DD only drawn in favour of 'National Institute of Design' payable at Bhopal. EMD of unsuccessful bidders will be returned/ released after the issue of work order to the successful bidder only.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending tenderer must have valid class-III digital signature to submit the tender.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

Selection Criteria

In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities, he will be willing to execute the work. The lowest bidder (L-1 bidder) shall be awarded the work.

The tender submitted shall be treated as invalid if: -

- I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.

II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender.

The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Senior Engineer & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

List of Documents to be scanned & uploaded within the period of tender submission:

S. No.	List of Documents
1	EMD
2	Certificate GST No.
3	Registration No. with CPWD, MP PWD & Central PSUs along with documentary proof of the same.
4	Form A: -Financial information
	i) Financial analysis
	ii) Average Annual turnover 50% of estimated cost of Tender
5	Bank Solvency Certificate VALUE SHOULD BE 40% of Estimated Cost.
6	Details of Eligible Work or Similar Work
7	Successfully completed similar work with in last five years
	i) one similar work of value 80% of estimated cost of tender. OR
	ii) Two similar work of value 60% of estimated cost of tender. OR
	iii) Three similar work of value 40% of estimated cost of tender
8	Structure and organization of the firm/company
9	Certificate of EPF and ESIC
10	Labour Registration
11	Undertaking of compliance of all the statutory laws to be submitted on the letter head of the organization with seal & signature as per Annexure No. 1

- The number of pages which will be uploaded during the tender submission should be entered in the excel also.
- The pages which are to be uploaded needs to be proper page numbered and page numbers should be mentioned in the excel sheet attached.

CPWD-6 FORM e-Tendering

National Institute of Design, Madhya Pradesh invites online percentage rate / item rate tender on two bid system from the Registered contractors in appropriate category * for the execution of: **Miscellaneous works at various places in the campus of NID Madhya Pradesh.**

- 1.1 The work is estimated to cost **Rs. 17,67,097/-**. This estimate, however, is given merely as a rough guide.
- 1.2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

2 Criteria of eligibility

- *The eligible contractor's means registered in either CPWD / MP PWD / Central PSUs if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.
3. Agreement shall be drawn with the successful tenderers on prescribed Form No CPWD 7 (or other Standard Form as mentioned) which is available as a Govt of India Publication and also available on website www.nidmp.ac.in. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
 4. The time allowed for carrying out the work will be **02 months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
 5. The site for the work is available. *
 6. The tender document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.nidmp.ac.in/tenders or other necessary documents also can be seen in the office of the Sr. Engineer (LBM), Administrative Building, NID MP, Bhopal between hours of 10:00 AM to 5:00 PM on working day except on Saturdays, Sundays and Public Holidays in free of cost.
 7. Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty Thousand only) is a must and should be submitted along with physical copy of the tender. The EMD is to be furnished only in the form of DD from any schedule bank drawn in favour of "National Institute of Design" payable at Bhopal. EMD in any other form will not be accepted as valid EMD. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected. The Earnest Money of the Contractor will be adjusted against Security Deposit, if the Bidder so wishes. Otherwise the EMD will be returned after receipt of Security Deposit.

8. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:
 - (i) The tenderer is found ineligible.
 - (ii) The tenderer does not upload all the documents as stipulated in the tender document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
9. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the contract amount within the period specified in Schedule F. This guarantee shall be Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any Scheduled Bank of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**
10. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers shall be responsible for arranging and maintaining, at their own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work and local conditions and other factors having a bearing on the execution of the work.
11. NID MP does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13. NID MP reserves to itself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.

14. The contractor shall not be permitted to tender for works in the NID MP responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity (both inclusive). The tender shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the NID MP. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the works shall remain open for acceptance for a period of **sixty (60) days** from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.
17. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 01 Month from the stipulated date of start of the work, sign the contract consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
- 18.1 The tender document will include following three components:
 - Part A: -**

CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2020 as amended/modified till date.
 - Part B: -**

Scope of work, General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C: -

Schedule A to F for minor component of the work, (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

- 18.2 The tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor component individually.
- 18.3 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.
- 18.4 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 18.5 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.

Registrar, NID MP

**(A) Tender for the work of: Miscellaneous works at various places in the campus of
NID Madhya Pradesh.**

Signature of officer issuing the documents

Designation: _____

Date of Issue _____

TENDER

I/We have read and examined the Notice Inviting tender, Schedule - A, B, C, D, E & F, specifications applicable, drawings & designs, General Rules and directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender **open for (60) sixty days from the date of opening of tender** and not to make any modifications in its terms and conditions.

A sum of Rs. 40,000/- is hereby submitted as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that NID MP or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that NID MP or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in NID MP in future forever. Also, if such a violation comes to the notice of Department before date of start of work, NID MP shall be free to forfeit the entire amount of EMD/Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated _____ ** _____

Witness: **

Address: **

Occupation: **

**
Signature of
contractor Postal
Address **

(Operative schedules shall be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities:

Page 01 to Page 06.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
-----NIL-----				

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of issue
1	2	3	4
-----NIL-----			

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any:

As attached in tender form.

SCHEDULE 'E'

Schedule of component of other Materials, Labour, POL etc. for price escalation: **N.A.**

SCHEDULE 'F'

Reference to General Conditions of Contract.

Name of Work:	<i>Miscellaneous works at various places in the campus of NID Madhya Pradesh.</i>	
Estimated cost of the work:	Civil Items of Work	Rs. 17,67,097/-
Earnest money	Rs. 40,000/-	
Performance Guarantee	5% of the tendered value of the work	
Security Deposit	5% of the tendered value of the work	

General rules and directions:

Officer inviting tender

Registrar, NID MP

Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2.& 12.3

See at appropriate clause under definitions

Definitions:

2(v) **Engineer-in-Charge**

For Civil items of work

Sr. Engineer (LBM), NID MP

2(vi) Accepting Authority

Sr. Engineer (LBM), NID MP

2(vii) Percentage on cost of materials and labour to cover all overheads and profits 15%

2(viii) **Standard Schedule of Rates:**

2(ix) Civil Items of Work:

D.S.R. 2019 with up to date correction slips

Department:

Central Public Works Department

2(x) Standard CPWD contract Form: GCC 2020, CPWD **form-7** as modified & corrected up to 07 days prior to the last date of bid submission (Whether correction vide latest circulars are incorporated or not in this document). The following condition pertains to GST of clause 37 & 38 of General Condition of contract and corresponding Amendments should be read as follows:

a- The Quoted rates should be inclusive of GST.

Clause 1	i) Time allowed for submission of Performance Guarantee	07 days from the date of issue of letter of acceptance
	ii) Maximum allowable extension with late fee @0.1% per day of performance	02 weeks
Clause 2	Authority for fixing Compensation under Clause 2	Registrar, NID MP or successor thereof
Clause 2 A	Whether Clause 2A shall be applicable	No
Clause 5	i) Number of days from the date of issue of letter of acceptance for reckoning date of start	07 days
	ii) Time allowed for execution of work	02 months
	iii) Authority to decide Extension of time	Registrar, NID MP, Bhopal (M.P.)
Clause 6/ 6A	Only clause 6 applicable	
Clause 7	Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	
Clause 10A	Material to be provided by the contractor.	Applicable
Clause 10B (ii), (iii)	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.	Not Applicable
Clause 10 C	Component of labour expressed as percentage of value of work (25 %)	10 C Not Applicable

Clause 10 CA	10 C Not Applicable	
Clause 10 CC	10 CC Not Applicable	
Clause 11	Specification to be followed for execution of work: For Civil items of work: CPWD Specifications 2009 Vol. 1 and Vol. 2 with up to date correction slips (Hereinafter called CPWD specifications also).	
Clause 12 12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	50%
	12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work	100%
Clause 16	Competent Authority for Deciding reduced rates: For Civil items of works:	Sr. Engineer (LBM)
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site.	N.A.
Clause 36 (i)	Requirement of technical Representative(s)	For supervision of civil as well as electrical items of work, technical representatives of the respective disciplines will be required to be deployed.
Clause 42	Not applicable	

SALIENT / MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work: *Miscellaneous works at various places in the campus of NID Madhya Pradesh.*

- 1 The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2 Separate schedule of quantity is included in this tender for civil and electrical items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil and electrical schedule separately. The contractor shall quote the percentage rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 3 The contractor shall get the structure designed from a recognized/reputed structural consultancy firm for the proposed car parking shed as per architectural drawing.
- 4 Time allowed for the execution of work is **02 months**.
- 5 The contractor(s) shall submit a detailed program of execution in accordance with the master programme/milestone within ten days from the date of issue of award letter.
- 6 Contractor has to arrange and install field laboratory during the currency of work and nothing extra will be paid on this account.
- 7 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 8 Contractor has to deploy required Plant and machinery on the project. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 9 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and NID MP may in its discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 10 Temporary Electric connection shall be issued as per request and charges shall be recovered as per actual consumption of units.
- 11 Water will be arranged by contractor at his own sources and not reimbursed by the Institute.
- 12 Any item which is not available in the BOQ shall be paid as per CPWD DSR 2019

rates. If it is not available in BOQ and DSR then extra items shall be worked out as actual cost of material and actual cost of labour plus 15% as overhead and profit. The decision of Engineer-In-Charge will be conclusive and final binding on the contractor.

- 13 If BOCW (MP Building & Other Construction Workers Welfare Board), Labour Registration & License, EPF & ESIC Registration not submitted, then 1st RA Bill will not be payed & cleared till the submission of these documents.
- 14 Certifications like BOCW (MP Building & Other Construction Workers Welfare Board), Labour Registration & License, EPF & ESIC Registration are to be submitted after the issue of Work Order, then only the site will be handed over to you and permission to start the work will be given.

PART-B

SCOPE OF WORK

Following works are included in the scope:

1. SS Railing works in Academic Block.
2. Vitrified Flooring works in Workshop block.
3. Aluminium works for corridor in Academic Block.
4. Construction of Car Parking Shed as per architectural drawing. (The contractor shall get the structure designed from a recognized/reputed structural consultancy firm).
5. Fixing of Balcony Grills in Residences.
6. Drywall partition in Academic Block.

QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.

2. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.

3. **Other Laboratories:**
 1. The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.
 - i) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
 - ii) By the department, if the results confirm to relevant CPWD Specifications
/ BIS code or specification mentioned elsewhere in the documents.
 2. If the tests, which were to be conducted in the site laboratory are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

C) Sampling of Materials:

1. Sample of building materials fittings and other articles required for

execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.

2. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
3. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
4. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
5. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
6. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

ADDITIONAL TERMS AND CONDITIONS

- 1 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.
- 2 Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
- 3 Some restrictions may be imposed by the security staff etc. on the working and for movement of labor, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 4 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 5 The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
- 6 (i) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR 2019 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.

(ii) In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.

(iii) For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.

- 7 The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
- 8 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 9 In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.
- 10 The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
- 11 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
- 12 The contractor shall get the structure designed from a recognized/reputed structural consultancy firm for the proposed car parking shed as per architectural drawing.
- 13 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the departments and shall construct suitable godowns, yards at the site of work for storing all materials as to be safe against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose, at his own cost. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to the contractor as soon as those are received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.
- 14 All materials obtained from the Infrastructure Development Office store or otherwise on receipt shall be checked by the Engineer-in-charge of the work or his representations before use.
- 15 Registers for the materials to be issued by the department shall be maintained as required by the Engineer-in-charge and these shall be signed by the contractor or his authorized agent and representative of Engineer-in-charge on each day of transactions.

SPECIAL CONDITIONS FOR MATERIAL

1. The contractor shall at his own expense procure and provide all materials required for the work.
2. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
3. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
4. The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.

ADDITIONAL CONDITIONS FOR CIVIL WORKS

1. a) The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.
b) The contractor (s) shall get him acquainted with nature and extent of the work and satisfy him about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
2. The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
3. The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.
4. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit board red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
5. The contractor shall provide at his own cost suitable weighing surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
6. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings
7. On completion of work, the contractor shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge within 30 days of completion of work. These drawings shall have the following information:
 - a) Run of all piping and their diameters including soil waste pipes & vertical stacks.
 - b) Ground and invert levels of all drainage pipes together with locations of all manholes and connections up to outfall.

- c) Run of all water supply lines with diameters, location of control valves, access panels etc.

If above said drawings are not submitted by the contractor with in the above specified time then final bill will not be paid and Security Deposit shall not be released.

8. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.
9. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
10. The works shall be carried out in accordance with the Architectural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer-in-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.
11. The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
12. Other agencies will also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.
13. All materials obtained from Govt. stores or otherwise shall be get checked by the Engineer-in-Charge or his any authorized supervisor staff on receipt of the same at site before use.
14. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere

with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

15. All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.
16. If the work is carried out in more than one shift or during night no claim on these accounts shall be entertained.
17. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
18. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
19. The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the Jr. Engineer-in-Charge of work and which shall be duly signed by the contractor or his authorized representative.
20. The contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. Nothing extra shall be payable to the contractor on this account. However, cost of photographs, slides, audio/videography etc. shall be borne by the department.
21. The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though the materials are under double lock key system.
22. The rate of items of flooring is inclusive of providing sunken flooring at bathrooms, kitchen etc. and nothing extra on this account is admissible.
23. No payment shall be made to the contractor for any damage caused by rain, snowfall; floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
24. For construction works which are likely to generate malba/rubbish to the tune of

more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.

25. The plinth level of building is to be kept as per Architectural drawings. All the items of works such as PCC, RCC, Brickwork and shuttering etc. in foundation up to this plinth level will be measured and paid as the work done up to plinth level. Nothing extra due to higher plinth will be paid and contractor's rates quoted for all these items shall, therefore, be deemed to cater for extra height of plinth.
26. The contractor has to follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc.
27. List of approved makes:

All materials and products to be used in the work shall conform to the relevant standards / specifications and shall be of approved make and design. The approved makes of the materials is as follows:

Sl. No.	Item Description	Approved Makes
1	Cement	ACC / ULTRATECH / JK / MP BIRLA
2	Structural Steel	TATA / JINDAL / SAIL
3	Vitrified Tiles	1 st quality tiles of KAJARIA / JOHNSON / NITCO / MARBITO / SOMANY
4	G.I. Framework	GYPROC / GYPSTEEL
5	Stainless Steel	JINDAL / SAIL
6	Aluminium Sections i/c hardware & accessories	JINDAL / HINDALCO / INDAL
7	Paints	BERGER / NEROLAC / ASIAN

Other equivalent BIS approved manufacturers may be considered with prior approval; however, the decision of the Engineer-in-charge shall be final and binding. In case, makes of any items are missing in the below list, the make will be decided as per the approval of Engineer In-charge.

GENERAL SPECIFICATIONS FOR CIVIL WORKS

1. Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the “CPWD specifications 2009 Vol. 1 and Vol. 2 (with upto date corrections slips). (Hereinafter to be referred to as CPWD specifications) and instructions of Engineer-in-Charge. Wherever CPWD specifications are silent the latest IS codes/specification shall be followed.
2. The order of preference in case of any discrepancy as indicated in condition No. 8.1 under “Conditions of Contract” give in standard CPWD contract form may be read as the following:
 - i) Nomenclature of items as per schedule of quantities.
 - ii) Particular specification and special condition, if any.
 - iii) CPWD specifications.
 - iv) Architectural Drawings
 - v) Indian standard specifications of B.I.S.
 - vi) Sound Engineering Practice

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard, including such revision/amendments as issued by the bureau of Indian standard up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.
3. The quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like stone masonry & stone cladding works, stone flooring, and structural glazing, PVDF coating aluminum composite panel and other specialized flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items.
4. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in- Charge, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.
5. The rates for all items of work shall unless clearly specialized otherwise

include cost of all labour, material tools and plants and other inputs involved in the execution of the item.

6. The contractor (s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.
7. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.
8. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
9. The foundation trenches shall be kept free from water while works below ground level are in progress.
10. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only).

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

DRAFT INTEGRITY AGREEMENT

This integrity Agreement is made at _____ on this _____ day of 2020.

BETWEEN

National Institute of Design Madhya Pradesh represented through Registrar, (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 Individual/firm/Company)

through (Hereinafter referred to as the
(Details of duly authorized signatory)

“Bidder/Contractor” 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 the Tender (NIT No NIDMP/WORKS/2019-20/001) (hereafter referred to as “Tender / Bid”) and intends to award, under laid down organization procedure, contract for “Miscellaneous works at various places in the campus of NID MP.”

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner 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)/Contractor(s)

- 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)/Contractor(s) commit himself 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)/Contractor(s) 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)/Contractor(s) 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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) 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)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, 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. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) 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)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) 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)/Contractor(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).

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)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), 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 contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor 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/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor 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/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor 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/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 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 Contractor/Vendor 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, NID MP.

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) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) 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.
- 5) 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/Contact 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/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

BANK GUARANTEE BOND DRAFT

In consideration of the NID MP (hereinafter called "the Government") having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ (hereinafter called "the contractor(s)") _____ for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____

(Indicate the name of the Bank)

(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rs. _____ only) on demand by the Government.

2. We _____ do hereby undertake to pay the amounts due

(Indicate the name of the Bank)

and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay to the government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein

(Indicate the name of the Bank)

contained shall remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Government that the

(Indicate the name of the Bank)

Government shall have the fullest liberty without our consent and without effecting in any

manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ lastly undertake not to revoke this guarantee
(Indicate the name of the Bank)

except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of

_____ for

(Indicate the name of the Bank)

Annexure No. 1

Undertaking / Declaration / Certificate of Compliance

To whom so ever it may concern

Date

*Name of the firm /
contractor:*

Name of Work :

Work Order No :

With reference to particulars, this is to certify that I have followed all the laws, rules and regulation applicable to us.

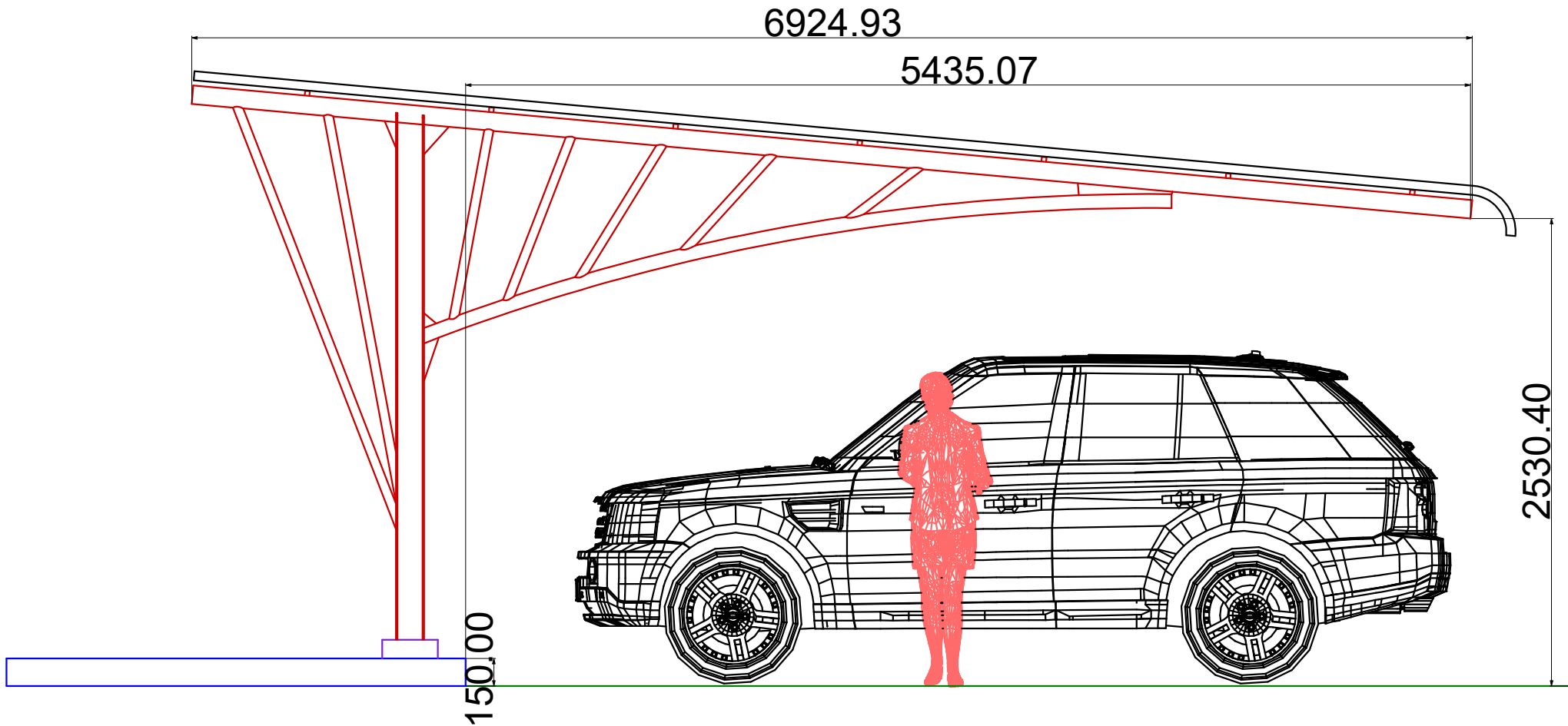
This is also certified that the; I have followed all the labour laws, rule and regulations including The Contract Labour (Regulation and Abolition) Act, 1970 and The Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

I shall be responsible for consequences, if any, arises due to noncompliance of the provisions of application laws and National Institute of Design Madhya Pradesh Bhopal shall not be responsible for any liability arising due to noncompliance of the statutory provisions.

The above facts are true and correct to the best of my knowledge and belief and I as the undersigned authorized signatory shall be held responsible for the same. I have obtained all the registrations and licenses wherever applicable. I am filling all the returns wherever applicable.

Name and signature of Authorized Signatory

Seal



Proposed Parking Shade
all dimensions in MM

