

# झाँसी नगर निगम, झाँसी।

हरित झाँसी

स्वच्छ झाँसी

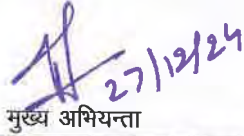
## ई-निविदा सूचना (निविदा/आर0एफ0पी0 सूचना)


निर्माण कार्यों हेतु पात्र ठेकेदारों से उनकी पंजीकरण सीमा तक आइटमवार दरें/प्रतिशत आधार दरों पर ई-निविदा पद्धति से ई-टेण्डरिंग की बेवसाइट <http://etender.up.nic.in> के माध्यम से निम्नलिखित टेण्डर शैड्यूल के अनुसार अल्पकालिक निविदा निविदा आमंत्रित की जाती है। प्रतिभूति की धनराशि एवं निविदा प्रपत्र मूल्य की धनराशि <http://jnnjhansi.procure247.com> बेवसाइट के माध्यम से ऑनलाइन जमा की जायेगी :-

क्र0सं0	विवरण	प्रारम्भ दिनांक एवं समय	अन्तिम दिनांक एवं समय
1-	Date & Time of Downloading bid Documents.	30.12.2024 15.00 PM	-
2-	Last Date of sending queries/clarifications.	07.01.2025 15:00 PM	-
3-	Bid Document Submission End Date and Time.	13.01.2025 15:00 PM	13.01.2025 15:00 PM
4-	Technical Bid Opening Date & Time.	13.01.2025 15:30 PM	13.01.2025 15:30 PM

नोट -

- कार्यों से सम्बन्धित निविदा सूचना एवं शर्तें नगर निगम, झाँसी की बेवसाइट [www.jnnjhansi.com](http://www.jnnjhansi.com) में देखी जा सकती है।
- निविदादाता को बेवसाइट <http://etender.up.nic.in> में पंजीकृत होना अनिवार्य है। पंजीकरण न होने पर निविदा डालना सम्भव नहीं होगा।
- ई-निविदा में कोई भी संशोधन/परिमार्जन/परिवर्तन की सूचना को बेवसाइट पर अपलोड कर प्रकाशित किया जायेगा।
- निविदादाता को निविदा डबल बिड सिस्टम के आधार पर (तकनीकी एवं वित्तीय) पृथक-पृथक देना अनिवार्य होगा।
- एक अथवा सभी निविदाओं को कारण बताये अथवा बिना बताये निरस्त करने का अधिकार नगर आयुक्त में निहित होगा।

  
मुख्य अभियन्ता

  
नगर आयुक्त

पत्रांक :- 3082 / जनकार्य वि0 / न0नि0 / 2024-25

दिनांक :- 28-12-2024

प्रतिलिपि :-

- विज्ञापन व्यवस्थापक अमर अजाला/तरुणामित्र दैनिक समाचार पत्र, झाँसी को इस आशय के साथ प्रेषित कि उक्त अंकित निविदा सूचना प्राप्ति दिनांक को या अगले दिनांक की अपने समाचार पत्र के झाँसी संस्करण के मुख्य पृष्ठ को छोड़कर न्यूनतम स्पेस में तथा 08 के फॉन्ट में एक बार के लिए प्रकाशित कर समाचार पत्र की 03 प्रतियों के साथ बिल भिजवाने का कष्ट करें।
- सदस्य, निविदा समिति, नगर निगम, झाँसी को इस आशय से उक्त तिथि में निविदा सम्बन्धी कार्यवाही पूर्ण कराना सुनिश्चित करायें।
- नाजिर/प्रशासनिक अधिकारी, नगर निगम, झाँसी को इस आशय के साथ कि कृपया उक्त निविदा सूचना कार्यालय के सूचना पट पर चस्पा किये जाने हेतु सम्बन्धित को निर्देशित करने का कष्ट करें।
- पी0ए0, नगर आयुक्त को विज्ञापन पंजिका में दर्ज करने हेतु।
- आई0टी0एक्सपर्ट, नगर निगम, झाँसी को बेवसाइट पर अपलोड हेतु।

  
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# JHANSI NAGAR NIGAM JHANSI



**Bid Document for Empanelment  
of  
Architectural Services Consultant  
for  
Jhansi Nagar Nigam, Jhansi**

**Year 2024-2025**

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**Jhansi Nagar Nigam, Jhansi**

**Address: - Jhansi Nagar Nigam Office,  
Near Elite Circle, Civil Lines,  
Jhansi (Uttar Pradesh) India**


**E-Mail:**


**Website:- <https://etender.up.nic.in>**

## Disclaimer

This Request for Proposal (RFP) document for "Empanelment of Architectural Services Consultant Architects for upcoming projects in Jhansi Nagar Nigam" contains brief information about the scope of work and selection process for the Successful Applicant (or "Applicant"). The purpose of the RFP document is to provide the Applicants with information to assist the formulation of their proposal ("the Proposal"). While all efforts have been made to ensure the accuracy of information contained in this document, this document does not purport to contain all the information required by the Applicant. The Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their proposals. Jhansi Nagar Nigam, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process. Jhansi Nagar Nigam reserves the right to accept or reject any or all applications without giving any reasons thereof. Jhansi Nagar Nigam will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this RFP.

"Expression of Interest" from reputed Consultants, for the selection of the Architectural Consultant for preparation of Architectural Designs, Drawings and Engineering.

  
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अधिकाशा अभियन्ता  
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## Notice Inviting Bid

Jhansi Nagar Nigam, Jhansi invites "Expression of Interest" from reputed Consultants, for the Empanelment of Agency for preparation of Architectural Consultant for preparation of Architectural Designs, Drawings, supervision of required work and Engineering work related to Jhansi Nagar Nigam Jhansi, invites online bids through GeM portal.

Sl. No.	Particulars	Details
1	Name of the work	Empanelment of Agency for preparation of Architectural Consultant for preparation of Architectural Designs, Drawings, supervision of required work and Engineering work related to Jhansi Nagar Nigam Jhansi.
2	License period	3 years
3	Method of selection	Quality and cost-based selection (Lowest – L1)
4	Bid Processing Fee	INR 5,900/- (INR Five Thousand and Nine Hundred only)
5	Earnest Money Deposit (EMD)	INR. 10,000/- (Rupees Fifty Thousand Only)
6	Bid System	Single Bid System
7	Nodal Officer	Chief Engineer, Jhansi Municipal Corporation Address: Jhansi Municipal Corporation, Jhansi E-mail: nagarayukta@jnnjhansi.com Contact: 9838087024 Web site: <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
8	Bid Validity Period	90 days
9	Bid Language	English
10	Bid Currency	INR
11	Uploading of Bid/RFP	30.12.2024
12	Pre-Bid Meeting	-
13	Last date of receipt of written queries against the RFP/Pre- Bid meeting	-
14	Bid Due Date	13.01.2025 at 15.00 Hrs
15	Jhansi Municipal Corporation response to queries (if any)	-
16	Date of Opening Technical Bid	13.01.2025 15.30 Hrs at Office of Jhansi Municipal Corporation
17	Consortium to be allowed	Yes
18	Letter of Award (LoA)	Within 7 days of opening of Technical Bids
19	Account details for RTGS/NEFT	<b>Account No.: 50100438851125</b> <b>Bank: HDFC Bank</b> <b>IFSC: HDFC0000453</b>
20	Submission of proposal	<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>

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## BACKGROUND

Jhansi Nagar Nigam is the nodal agency responsible for development/administration of the city of Jhansi. Jhansi Nagar Nigam invites to empanel Architects for rendering architectural services for projects in the area of Jhansi Nagar Nigam. Jhansi Nagar Nigam will empanel Architects based on evaluation criteria mentioned in the RFP document. During the tenure of empanelment, based on the requirement of architectural services for any project, a project brief shall be issued to the empanelled architects as per selection process stated in clause 8.

All the empanelled architects would be required to give a presentation of their proposed concept plan for the project before the evaluation committee in pre-bid meeting in phase 1. The empanelled architects with the most appropriate conceptual plan based on the brief from Authority for the proposed project, shall be eligible for the phase 2, to provide the quotations for cost to execute the work. Quotations for the cost will be provided by architects in sealed envelopes, which will be opened in the presence of all architects qualified for phase 2 and evaluation committee. L1 architect in phase 2 will be selected for executing the work and will be deemed as "Successful Applicant" for the proposed project. Phase 2 is repetitive during the tenure of empanelment as per the need of architect related works of Jhansi Nagar Nigam.

The decision of the evaluation committee as constituted by Jhansi Nagar Nigam shall be final regarding conceptual plan presented in the technical presentation. Hard/soft copy of the conceptual plan shall be submitted to Jhansi Nagar Nigam after the technical presentation for evaluation purpose. The successful applicants shall provide the services as mentioned in the Terms of Reference.

  
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## 1. Instructions to Bidders


- The Architect consultant's firms are invited to submit an online offer in two bid system containing Technical bid and 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 Consultant.
- The Architect consultants firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- The Architect consultants firm tender must remain valid for 90 days after the last date fixed for submission of tender including the extension(s) given, if any
- The application shall be signed by the authorized person (s) of the firm. All pages of the documents shall be signed / stamped.
- The bid should be signed by a person(s) duly authorized designated person(s) sign on behalf of the Applicant and any associated individuals or companies. Such authorization shall be indicated by one or more written powers of attorney accompanying the bid.
- Jhansi Nagar Nigam, Jhansi reserves the right to contact and verify Applicant's Information, References, and data submitted in the bid without further reference to the applicant(s).
- Failure by any Applicant(s) to provide all of the information required in the bid or any additional information required by Jhansi Nagar Nigam, Jhansi may lead to rejection of the applicants bid in it's entirety
- Architect Consultant 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, Architects consultants are advised to visit the site before submitting a proposal
- Architects consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Jhansi Nagar Nigam, Jhansi 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 Architects / consultants.
- Jhansi Nagar Nigam, Jhansi will disqualify an applicant from the qualification process for the following reasons:-
  - I. Receipt of bid after the date specified in this document.
  - II. Material inconsistencies in the information submitted.
  - III. Willful misrepresentations in the Qualification Statement of any supporting documentation.
  - IV. If the same applicant submits more than one applications.
- **Right to reject any or all Proposals**

Not with standing anything contained in this Expression of Interest, the Jhansi Nagar Nigam reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without assigning any reasons thereof.

The bid document for the appointment of Architect for Jhansi Nagar Nigam, Jhansi can be downloaded from website <https://gem.gov.in>. The bidder shall deposit EMD along with submission of the other requisite documents, failing which his bid shall not be considered. The EMD of Rs **10 Thousand** which shall be deposited in the form of demand draft/ pay order in favour of **Nagar Ayukta Nagar Nigam Jhansi** payable at Jhansi. The bidders are advised not to make any corrections, additions, alterations in the downloaded bid document. In case, any corrections, additions, alterations are made in the downloaded bid documents; such bid shall summarily be rejected.

The EMD for all the unsuccessful bidders shall be returned without accruing any interest thereon after the Architect is appointed by Jhansi Nagar Nigam, Jhansi. EMD of successful bidder shall be kept as Security Deposit and shall be released only with final payment of the Architect.

  
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## 2. Eligibility of the Firm/ Consultant Project

Architectural firms having completed Architectural services for at least two campuses of repute of more than 1,00,000.00 sqm built up area in last 5 years as on 31/03/2024 shall be eligible for participation. Projects which are subsequently completed at site (80%) shall also be considered. Documentary evidence duly certified by the competent authority of the client in support of this shall be required.

### 2.1. Technical Bid

1. Details of similar projects handled by Architect (initiated or completed in the last 5 years) giving date of start, date of completion, built up area, cost of project and delay if any attributable to Architect. Photographs of work may also be given if available.
2. List of similar projects in hand with Architect with description of projects, cost, time limit, targets etc.
3. Certified copies of Audited Balance sheet and Income Tax Returns for the last 2 years ending 2023-24.
4. Report explaining Architect's approach particularly to this project describing implementation strategies starting from conceptualization, phasing, development approach, time management etc.
5. Time schedule for complete development of total project in the form of BAR CHART.
6. List of Experts/ Specialists with Architect such as Architects, Structural consultants, Green building Consultants, Estimators etc.
7. The composition of the team to be deployed for this Project with their qualification, experience profile, projects handled.
8. Applicant has to furnish the affiliation and certificate of council of Architecture for the Principal Architect and for the Architects to be deployed for this Project.
9. The firm / company should have office in Uttar Pradesh.

### 2.2. Selection Process of Architect:


The Architect will be selected on the basis of Quality. Quality based selection will be done on technical bids submitted by the bidders, by the internal committee of Jhansi Nagar Nigam. Selected bidders will be empanelled with Jhansi Nagar Nigam for 3 years.


### 2.3. Presentation

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### 2.4. Objective of Presentation

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a) **Technical bid:**

The Technical bid shall be evaluated as below for 100 marks:

Sl. No	Subhead	Max marks	Remarks
1.	Total projects of having completed consultancy services of more than 5,000.00 sqm built up area in last 5 years. Certificate shall be enclosed. <b>OR</b> The architect or firm should have minimum two work order <b>Divyank park</b> This project should reflect a similar scope of work and should not be considered a regular park project.	30	i. 60% marks minimum eligibility criteria, ii. 100% marks for twice the minimum eligibility criteria, iii. In between (i) & (ii) – on prorata basis
2.	Preference will be given to bidders, who have their own office established in Jhansi.	20	Bidders not having office in Jhansi– 10 marks Bidders having office in Jhansi– 20 marks
3.	Average annual turnover from consultancy services exceeding Rs. 06 lac of project cost in last five years.	20	i. 60% marks minimum eligibility criteria, ii. 100% marks for twice the minimum eligibility criteria, iii. In between (i) & (ii) – on prorata basis
4.	The Firm should have 7 years of experience in the field of Architectural and Engineering consultancy.	5	7 to 10 years – 3 marks More than 10 years – 5 marks
5.	Strength of Technical Team	25	As per the table below
<b>Total Technical bid score (Ts)</b>		<b>100</b>	

Note: Pass marks in technical bid evaluation is 75% or more.

Bidder securing minimum 75 % marks in Sl. no. 1, 2 ,3, 4 and 5 will be declared qualified.

**Table for Strength of Technical Team (For Sl. No. 5 of Technical Bid)**

S. No	Key professional	Qualification	Total/Max Marks (25)
1.	<b>Team Leader and Architect</b>	Minimum B. Arch with 10 years of Experience and must have handled large projects. Should be registered with Council of Architects.	<b>8</b>
		10-15 Years of experience	5
		More than 15 years of experience	8
2.	<b>Architect</b>	Minimum B. Arch with 10 years of Experience and must have handled large projects. Should be registered with Council of Architects.	<b>5</b>
		10-15 Years of experience	3
		More than 15 years of experience	5

3.	<b>Landscape Architect</b>	Architect with Post Graduation in Landscape with minimum 15 years of experience	3
		15-20 Years of experience	2
		More than 20 years of experience	3
4.	<b>Structural Engineer</b>	Should be M. E in structures with minimum 10 years of experience and must have handled structural design of buildings	3
		10-15 Years of experience	2
		More than 15 years of experience	3
5.	<b>MEP Expert</b>	Minimum Degree (Mechanical / Electrical) having minimum 15 years of experience in the same field.	3
		10-15 Years of experience	2
		More than 15 years of experience	3
6.	<b>Civil Engineer</b>	Minimum Degree (Civil) having minimum 10 years of experience in the same field.	3
		08-10 Years of experience	2
		More than 10 years of experience	3
		<b>Total</b>	<b>25</b>

#### Disqualification

The Selection Committee may disqualify bids on account of, but not limited to, the following reasons:

- If received after the last date and time.
- If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in quoting the Financial BID
- If the participant attempts to influence any member of the selection committee.
- Receipt of Conditional bids.

The decision of the selection committee in the matter of disqualification shall be final and binding and no further correspondence shall be entertained from the disqualified bidders thereafter.

#### Termination of the bid

- Against all expectations entertained by JNN Jhansi, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.
- Jhansi Nagar Nigam, Jhansi reserves right to accept or reject any/all bidders without assigning any reason(s) thereof.

#### Award of Work

The work of Comprehensive Consultancy services will be awarded as per recommendations of the Selection Committee on the basis of evaluation criteria given above.

### Settlement of Disputes

All disputes arising shall be subject to the jurisdiction of the appropriate court at Jhansi, Uttar Pradesh, India and be governed by laws of India. The decision of Nagar Ayukt, Jhansi Nagar Nigam in respect of the award of work shall be final, binding and shall not be open to be challenged in any Court of Law.

### Additional Information:


The Jhansi Nagar Nigam, Jhansi reserves the right to:


- i. Postpone and/ or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
- ii. Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee.

In case, the last date for submission & opening of tenders is declared as a public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued.

### 3. FINAL DECISION-MAKING AUTHORITY

Nagar Ayukt, Nagar Nigam Jhansi reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders

  
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#### 4. AIM & OBJECTIVE:

1. The aim is to select suitable reputed Architectural and Engineering Design Consultancy firms for the construction of infrastructures at Jhansi Nagar Nigam, Jhansi.
2. The Architectural and Engineering Design Consultancy firm whose Architectural concept & design is selected shall be finalized as the Architect/Consultant for providing total Architectural Design/ Engineering Design Consultancy Services.

#### 5. ROLE OF THE SELECTED ARCHITECTURAL AND ENGINEERING DESIGN CONSULTANCY FIRM:

The role of the selected Architect / Consultant is to provide a complete and comprehensive architectural concept, design, detailing and Engineering Design Consultancy for all requirements for construction of the proposed campus of Jhansi Nagar Nigam, Jhansi, but not limited to the following:

1. Understanding the space requirements and planning with Service requirements
2. Master plan indicating the campus zoning and building locations
3. Conceptual Building plans (Floor plans)/ Elevations/ Sections/ 3D view etc;
4. Detail Planning/ Design of buildings and site development;
5. Structural design;
6. Sanitary, Plumbing, drainage, water supply and sewerage design;
7. Electrical, Electronic, communication, acoustics systems and design;
8. Heating, Ventilation and air-conditioning (HAVC) & other mechanical systems;
9. Fire detection, fire protection etc.
10. Building automation services
11. Landscape
12. Interiors
13. Getting approvals from statutory authorities and any other concerned authorities that are necessary for construction of infrastructures at JNN Jhansi.
14. Preparation of cost estimates, Bill of Quantities along with detail measurements and tender documents as per CPWD practice.

#### 6. Scope of Work of Comprehensive Consultancy Services

1. Scope of work will be decided in future, depending upon the requirements.

#### 2.0 Payment of Remuneration:

##### 2.1 Remuneration

The fee includes comprehensive consultancy services for the infrastructure development work as per CPWD EPC mode III (i.e., planning, designing, detailed architectural & structural designing and periodical supervision during construction of the Project, travel expenses towards periodical supervision, for attending meetings with Clients, visits to local authorities, etc.) by the Consultant and or by their technical persons. In addition to above, the fees should also include cost of providing local representative (Architect / engineer) for day to day liasoning and all expenses shall be borne by the consultant. In case of non-deployment, recovery @ Rs. 30,000/- per month/per person shall be made from the running bills of the Consultants.



- i) The above fee is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by the client for this purpose.
- ii) The cost of getting the approval/ vetting of structural designs/drawings, MEP services etc. from reputed institute such as IIT/NIT will be borne by the consultant and is deemed to be included in the fee.

All payments shall be made in Indian currency only.

### 3.0 Mode of Payment:

- i) Milestone payment schedule for various activities are as under:

SL. No.	Milestone Achieved	Extent of Payment/ Percentage of Payable Fee
1.	Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services for review of the client	10%
2.	Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services and submission of Preliminary cost estimate of all Project component for approval by B&WC (Payment to be released after approval of B&WC)	15%
3.	Preparation and submission of detailed architectural & structural design & drawings of all buildings and obtaining vetting from any reputed institutes Preparation and submission of all internal and external services design & drawings and obtaining all necessary statutory approvals.	30%
4.	Preparation and submission of detailed estimate & detailed measurements, Analysis of rates tender drawings, specifications and final tender documents according to CPWD guidelines. Submission of complete detailed Architectural & services drawings "Good for construction" (Architectural, interior, structural, services, interior, E&M services and all other required drawings). (Pro rata Basis).	25%
5.	Periodically supervision During progress of the project work at the following stages:-	
	a. On 50% completion of project (cost wise)	5%
	b. On 100% completion of project (cost wise)	5%
6.	On completion of entire construction works and after obtaining "completion certificate" from the local bodies. No objection Certificates/ Occupancy Certificate from statutory local bodies and checking and approving of "As Built Architectural Drawings" constructed by contractor.	10%

Note:

(a) The part payment against above stages on part completion of required scope of work under a particular stage can be released by Jhansi Nagar Nigam, Jhansi on pro rata basis.

a) All the payments due to the consultant shall be made by online mode of transaction.

**Time schedule for stage wise activities of consultant**

Sl. No.	Activities	Period of completion of stage wise activities (in weeks)	Cumulative period from the date of commencement (in weeks)	Remarks
<b>A</b>	<b>Preliminary stage</b>			
	Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services for review of the client	6	6	-
<b>B</b>	<b>Approval stage</b>			
	Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services and submission of Preliminary cost estimate of all Project component for approval by B&WC.	10	16	This activity will start after master plan and building drawings are approved by Jhansi Nagar Nigam.
<b>C</b>	<b>Detailed architectural, structural Design &amp; Drawing and Estimate stage</b>			
C.1	Preparation and submission of detailed architectural & structural design & drawings of all buildings and obtaining vetting from any reputed institutes such as Jhansi Nagar Nigam	4	16	This activity will overlap and run parallel to activities at stage A, B.
C.2	Preparation and submission of all internal and external services design & drawings and obtaining all necessary statutory approvals.	4	18	This activity will overlap and run parallel to activities at stage A, B and C.1.
C.3	Preparation and submission of detailed estimate & detailed measurements, Analysis of rates tender drawings, specifications and final tender documents according to CPWD guidelines.	4	18	This activity will overlap and run parallel to activities at stage C.1 and C.2.
C.4	Submission of complete detailed Architectural & services drawings "Good for construction".	4	20	This activity will overlap and run parallel to activities at stage C.1, C.2 and C.3.
<b>D</b>	<b>Construction stage</b>			
D.1	During execution of Project intermittent inputs will be required from the consultants in	18 months	Actual Period of construction	

	clarifying the technical queries, site visit to make sure that the construction conforms to the design.			
D.1	Provide all technical assistance to contractor in providing any further clarifications, details, design and drawings required by the contractor.	18 months	Actual Period of construction	
E	<b>Post construction stage</b>			
E.1	Assist in obtaining completion certificate from local bodies.	3 weeks	After completion of stage D-1	
E.2	Assist in submission of as-built drawings by contractor.	3 weeks	After completion of stage E-1	

**4. Additions, Alterations and Variation: Additions, Alterations and Variation:**

- a Jhansi Nagar Nigam, Jhansi shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
- b The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of Jhansi Nagar Nigam.
- c If the work in full or part is withdrawn from Jhansi Nagar Nigam, Jhansi by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed subject to if it has been paid to Jhansi Nagar Nigam, Jhansi by Client and the consultant shall have no further claim whatsoever on this account on Client.
- d If any additional works are awarded by the client, and if Jhansi Nagar Nigam, Jhansi desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee shall be calculated as per payments decided by Client and the consultant shall have no further claim whatsoever on this account of client.

**5. Taxes and duties**

- a The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the consultant in connection with execution of the contract.
- b In case any law requires Jhansi Nagar Nigam, Jhansi to pay tax on the contract price on reverse charge basis, the amount of tax deposited by Jhansi Nagar Nigam, Jhansi would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.

**6. Escalation/Price Variation**

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works. The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to Jhansi Nagar Nigam, Jhansi for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. Jhansi Nagar Nigam, Jhansi shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty proportionate to the value of the



work which is held up, shall be imposed on the consultant.

**7. Abandonment of Work:**

- i) That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultant as aforesaid, Jhansi Nagar Nigam, Jhansi may make full use of all or any of the drawings prepared by the consultant and that the consultant shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by Jhansi Nagar Nigam.
- ii) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, Jhansi Nagar Nigam, Jhansi shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

**8. Number of Drawing Sets etc. and Copyright:**

The Consultant shall supply free of charge to Jhansi Nagar Nigam, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- (1) Detail Project Reports with coloured drawings.
- (2) All the Drawings and estimates to be submitted to clients.
- (3) All working architectural & structural designs & drawings for all the items (Good for Construction Drawings).
- (4) Detailed estimates and rate analysis of all works.
- (5) Completion drawings and detailed documents.
- (6) Tender documents/tender drawings as per Jhansi Nagar Nigam, Jhansi requirements.
- (7) As built drawings after completion of Project.

The Consultant shall supply free of charge to Jhansi Nagar Nigam, Jhansi all the estimates, details of quantities (BOQ), reports and any other details envisaged under this agreement, including architectural, structural and services design and drawings as indicated above. Any extra sets of drawings, if required by Jhansi Nagar Nigam, Jhansi shall be supplied at free of cost. All these drawings will become the property of Jhansi Nagar Nigam. The drawing cannot be issued to any other person, firm or authority or used by the consultant for any other Project. No copies of any drawing or document shall be issued to anyone except Jhansi Nagar Nigam, Jhansi and authorized representative of Jhansi Nagar Nigam.

**9. Determination or Rescission of Agreement:**

Jhansi Nagar Nigam, Jhansi without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i) If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii) If the consultant commit breach of any of the terms of agreement. When the consultant have made themselves liable for action under any of the clauses aforesaid, Jhansi Nagar Nigam, Jhansi shall have powers. a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of Jhansi Nagar Nigam, Jhansi in this regard shall be final and binding on the consultant.

**10. Responsibilities for Accuracy of Project Proposals:**

- (1) The Consultant shall be responsible for the accuracy of the technical/financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of




- the Project. He shall indemnify Jhansi Nagar Nigam & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the Project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on Jhansi Nagar Nigam
- (2) The Consultant shall fully indemnify Jhansi Nagar Nigam, Jhansi from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.

#### 11. Force Majeure Clause

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of Jhansi Nagar Nigam, Jhansi and which shall directly or indirectly prevent completion of the works within the time specified in the agreement.

  
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## Letter of Transmittal

To:  
Nagar Ayukt  
Jhansi Nagar Nigam  
Jhansi-284001

**SUBJECT: Appointment of Architectural Services Consultant for Jhansi Nagar Nigam**

Sir,

Having examined the details given in Expression of Interest Notice and document for the above project, we hereby submit the relevant information.

1. We hereby certify that all the statements made and information supplied in the enclosed forms are true and correct.
2. We have furnished all information and details necessary for Expression of Interest and have no further pertinent information to supply.
3. We also authorize Jhansi Nagar Nigam, Jhansi or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. Bid shall be valid for a period of 60 days from the last day of submission.

Signature of the Bidder

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(ul)  
अधिशायी अभियन्ता  
नगर निगम, झाँसी


## Details of Projects Completed (Developed Master Plan Area)


Sl. No.	Name of Project & location	Owner or sponsoring organization	Total Built up Area of the Project (excluding basement etc.)	Date of Commencement as per contract.	Stipulated date of completion	Actual date of completion	Name & address/ telephone No. of Officer to whom reference may	Remarks
1	2	3	4	5	6	7	8	9

**\*Note:-**

- i. The following documents are mandatory for evaluation of the eligibility.
- ii. All the above works should be submitted with details of Master Plan, Drawing, Sketches, and Photographs etc. in hard copy as well as soft copy.
- iii. Mention any awards & honours won by the firm / individual in the firm.
- iv. Submission of write-up on each work on the design philosophy adopted by the firm in similar works completed.
- v. In the absence of above data as prescribed in i to iv the evaluation will be done with the available data in this Annexure.

Signature of Bidder

  
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 आशुतोष अभियन्ता  
 नगर निगम, झाँसी

**Details of Experience Details of Projects Completed  
(Developed Built Up Area)**


Sl. No.	Name of Project & location	Owner or sponsoring organization	Total Built up Area of the Project (excluding basement etc.)	Date of Commencement as per contract.	Stipulated date of completion	Actual date of completion	Name & address/ telephone No. of Officer to whom reference may	Remarks
1	2	3	4	5	6	7	8	9

**\*Note: -**

- i. The following documents are mandatory for evaluation of the eligibility.
- ii. All the above works should be submitted with details of Master Plan, Drawing, Sketches, and Photographs etc. in hard copy as well as soft copy.
- iii. Mention any awards & honors won by the firm / individual in the firm.
- iv. Submission of write-up on each work on the design philosophy adopted by the firm in similar works completed.
- v. In the absence of above data as prescribed in i to iv the evaluation will be done with the available data in this Annexure.


Signature of the Bidder


  
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 अधिशासी अभियन्ता  
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Performance Report of Projects Referred to in Annexure- 2& 3		
1.	Name of work / Project & location	:
2.	Agreement No.	:
3.	Estimated cost	:
4.	Tendered cost	:
5.	Date of start	:
6.	Date of completion	:
	(i) Stipulated date of completion	:
	(ii) Actual date of completion	:
7.	Amount of compensation levied for delayed completion, if any	:
8.	Amount of reduced rate items, if any	:
9.	The details of work done	
	A. Master Plan (Area in acres)	: ..... Acres
	B. Built up area (Area in Sqm)	: .....Sqm
	C. Master plan & obtained approval	: Yes/No
	D. Architectural drawing	: yes/No
	E. Structural drawing	: Yes/No
	F. E&M services, HVAC, Fire-fighting, lift etc.	: Yes/No
	G. Interior design & furniture	: Yes/No
10.	Details of GRIHA rating	
	Platinum Rating (as per LEED) or GRIHA-V (as per Indian Standard) in Green Building Design - for each such work	: Yes/No
	Gold Rating (as per LEED) or GRIHA-IV (as per Indian Standard) in Green Building Design - for each such work	: Yes/No
	Silver Rating (as per LEED) or GRIHA-III (as per Indian Standard) in Green Building – for each such work	: Yes/No
11.	Performance report:	
	Quality of work	: Very Good/Good/ Fair/ Poor
	Financial soundness	: Very Good/Good/ Fair/ Poor
	Technical Proficiency	: Very Good/ Good/Fair/ Poor
	Resourcefulness	: Very Good/Good/ Fair/ Poor
	General Behaviour	: Very Good/Good/ Fair/ Poor
Dated:		Executive Engineer or Equivalent

  
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## 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 d) A Limited Company 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 Jhansi Nagar Nigam	
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:	

Signature of the Bidder

  
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अधिष्ठापक अभियन्ता  
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**Details of Technical & Administrative Personnel to be Deployed for the Work**

Sl.No.	Name	Qualification	Designation	Details of Experience	Role in this Project	Remarks
1	2	3	4	5	6	7

(Note: After award of contract, client expect that all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.)

Signature of Bidder


  
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**Details of Disciplines for Which Experts / Specialists are  
Proposed to be Appointed by the Bidder**

Sl. No.	Name of Discipline	Details of Discipline	Role in this Project	Remarks
1	2	3	4	5

Signature of Bidder

  
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Annexure- 8

List of Overall Major/ Important Projects Designed by the Firm since Inception

Sl. No	Name of Project & location	Owner or sponsor of Project	Cost of Project in crores/ Total Built up Area of the Project & Total plot area developed for master plan	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of Project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

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(R)  
अधिसायी अभियन्ता  
नगर निगम, झाँसी

## Bio – Data of Proposed Team

Name of Personnel	:		
Designation	:		
Date of Birth	:		
Nationality	:		
Total Years of Experience	:		
Membership of Professional Bodies	:	• • •	
Education:			
Employment Record:			
<u>Starting from present Organization</u>			
Year _____ to _____			
Name of Organization : _____			
Designation : _____			
Key Projects Handled			
• • • •			
LANGUAGES			
Languages	Speaking	Reading	Writing
Hindi			
English			

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अधिशारी अभियन्ता  
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## FINANCIAL DETAILS

S. No.	Financial Year	Annual Turnover (INR)
1	2016-2017	
2	2017-2018	
3	2018-2019	

Chartered Accountant:

Signature

Name


Registration No

Contact No.

Seal

Date:

  
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**Affidavit for Work Experience**


To

Nagar Ayukt  
Jhansi Nagar Nigam  
Jhansi

I/We undertake and confirm that eligible works(s) has/have not been got executed through another Consultant on back-to-back basis. Further that, if such a violation comes to the notice of client, then I/we shall be debarred for tendering in client's institute in future forever. Also, if such a violation comes to the notice of client before date of start of work, the competent authority shall be free to forfeit the entire amount of EMD.

Yours faithfully

(Duly authorized signatory of the Bidder)

  
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अधिष्ठापी अभियन्ता  
नगर निगम, झाँसी



**Undertaking for Integrity Pact**

To

Nagar Ayukt  
Jhansi Nagar Nigam  
Jhansi

Dear Sir

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)



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To be signed by the bidder and same signatory competent /authorised to sign the relevant contract on behalf of client

**Integrity Agreement**

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

**BETWEEN**

**Competent Authority, Jhansi Nagar Nigam**, (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/firms/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 (Advt. No.:....., Ref. No.: ..... (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "Comprehensive integrated consultancy services for:

Preparation of Master plan including external development works, Roads, Boundary wall, Entrances, Gates, Parking, Maintenance workshop, Nursery and landscaping of entire campus with green buildings provision and GRIHA 3 star rating and preparation of Preliminary Architectural drawings, Detailed Architectural drawing, structural design & drawing including services design & drawings for Internal Water Supply, External water Supply, Sanitary Installation, Sewerage, Drainage, other E&M services, Internal and External Electrical Installation, HVAC, Firefighting, Lift, Interior designing etc. for

  
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Permanent Campus of Jhansi Nagar Nigam.” hereinafter referred to as the “Contract”.


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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

**\* Blanks to be filled by Contractor/ Jhansi Nagar Nigam**

  
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## 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 Bidders(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) commits 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 relevant IPC/PC Act. Further the Bidder(s)/Contract(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 address of foreign agents/representatives, if any. Either the India 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 (with each tender as per proforma enclosed) 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 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 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 day 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 employees or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption 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 Project Government or State Government or any other Project/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 Sub-contractors/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.

#### **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/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)


WITNESSES:


1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place:

Date :

  
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अधिसाषी अभियन्ता  
नगर निगम, झाँसी



## AFFIDAVIT TO BE SUBMITTED BY BIDDER

To

Nagar Ayukt  
Jhansi Nagar Nigam  
Jhansi

I/We undertake and confirm that

- a. We have never been convicted by a Court of Law in the past.
- b. We are not misleading or submitted false representations in the forms, statements and attachments submitted with the bid.
- c. We have not submitted more than one bid for this work.

Further that, if such a violation comes to the notice of the Department, then I / we shall be debarred from tendering in future forever. Also, if such a violation comes to the notice of Institute before date of start of work, the Competent Authority shall be free to forfeit the entire amount of EMD.

Yours faithfully

Signature of the bidder



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