

NATIONAL CO-OPERATIVE UNION OF INDIA

(An Apex Organization of Indian Co-operative Movement)

TENDER DOCUMENT

FOR

**COMPREHENSIVE ARCHITECTURAL SERVICES FOR RENOVATION
OF GROUND FLOOR, CONSTRUCTION OF ONE FLOOR ON THE
EXISTING STRUCTURE AND RETROFITTING WORKS OF NCCE
BUILDING AT NCUI COMPLEX, NEW DELHI**

NATIONAL CO-OPERATIVE UNION OF INDIA

(ESTATE DIVISION)

3, Siri Institutional Area, August Kranti Marg, Delhi-110016

Website: www.ncui.coop;

E-mail: estatencui@india.coop

Tel: 011-40793299

NATIONAL CO-OPERATIVE UNION OF INDIA

Name of Work:- Comprehensive Architectural and Consultancy services for Renovation of ground floor, Construction of one floor on the existing structure and Retrofitting works of NCCE Building, NCUI.

For,

Date of Issue: _____

Date of receipt : _____

Issued to : M/s. _____

Received by (Name & Signature) _____

Issued by (Name & Signature) _____

Estate Division
National Co-operative Union of India

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NOTICE INVITING TENDERS

Applications are invited from the practicing reputed and registered Agencies/Architects who are well conversant with the local building bye laws of National Capital of Delhi and he or she shall be engaged for providing comprehensive architectural and consultancy services for renovation of ground floor, construction of one floor on the existing structure and retrofitting works of NCCE building situated at NCUI Campus, Plot No. 3, Siri Institutional Area, August Kranti Marg, Delhi-110016. Agencies/Architects having their headquarters in Delhi or nearby areas are eligible to apply provided they have executed similar works in the last 5 years.

Detailed Tender document of the work can be purchased by depositing Rs.1000/- only from the office of the Executive Director (Estate), NCUI, on any working day from 10.00 am to 4.00 pm from 17.05.2023 onwards and be submitted along with necessary details as required latest by 3.00 pm on 31.05.2023.

Scope of work	Detailed Architectural and Engineering Consultancy services, viz. collection of all required data, Design, Drawings, Preliminary & detailed estimate, Preparation of Detailed Project Report (DPR) including its approval from concerned & statutory authorities, preparation of BOQ, Technical Specifications and market rate Justification along with rate analysis & quotations for fixing of Construction/executing agencies, issuing Good for Construction drawings and details, providing technical assistance during execution and completion of the work, Obtaining functional and completion certificate from concerned & statutory authorities etc. as required.
Estimated cost	Rs. 3.00 Cr. (Approx.)
Validity of Tender	90 days from the last date of submission.
Qualifying Criteria	<ol style="list-style-type: none">1. Agency/Architect must have valid registration from Council of Architecture with minimum experience of 08 (Eight) years. (Documentary evidence needs to be submitted)2. Agency/Architect must have PAN and GST Registration No. (Documentary evidence is to be submitted).3. Average Annual Financial Turnover on Architectural/Consultancy works during the last three years, ending 31st March of the previous financial year i.e., 22-23, should be at least 10% of Estimated Cost. (Documentary evidence needs to be submitted)4. Agency/Architect should have the experience of completion of similar works during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following:<ol style="list-style-type: none">a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost, ORb. Two similar completed works each costing not less than the amount equal to 60% of the estimated cost ORc. One similar completed works costing not less than the amount equal to 80% of the estimated cost

**Chief Executive
National Cooperative Union of India**

INSTRUCTIONS TO BIDDERS

1. GENERAL

- (i) Name of the work is "Providing comprehensive architectural and consultancy services for renovation of ground floor, construction of one floor on the existing structure and retrofitting works of NCCE building". Estimated value of the work is Rs. 3.00 Cr approx.
- (ii) The bidder must officially procure the tender document from the office of the NCUI before the last date and time of sale of tender document in order to bid for this tender. The bidder in no case be able to participate in the tender without having procured the official copy of the tender from the office of the NCUI.
- (iii) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders and obtain all necessary information which they feel is necessary to submit their tenders.
- (iv) The bidders are advised to quote their consultancy fee for executing the job in the format enclosed as Annexure -IV.

2. SUBMISSION OF TENDER

Tenders shall be submitted in two parts in the following manners: -

- i) "Part-I- Technical Bid"
The envelope shall be marked Part-I- Technical Bid and shall contain the information/ documents as per clause No. 3 below.
- ii) "Part-II- Price Bid"
The envelop shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed. No condition i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever should be imposed. The conditional offers will be rejected.

3. QUALIFYING CRITERIA

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. The NCUI reserves the right to cancel or award the work to any firm/tenderers.

- a) Name and address of the Agency/Individual along with Registration No.

- b) List of projects handled during the last five years clearly indicating cost and scope of work.
- c) List of in house Technical Staff with bio-data of each staff members.
- d) Architect/Agency with in-house facilities for structural designing and other related services like civil, retrofitting, fire fighting, plumbing, sanitary, electrical, air conditioning, landscaping etc. shall be given preference.
- e) Copy of Balance sheet for the last 3 years.
- f) Details of current works in hand including their cost.
- g) Copy of registration of GST and PAN.
- h) Earnest money of Rs. 50,000/- in favour of National Cooperative Union of India, New Delhi in the form of demand draft of a scheduled bank.

4. OTHER CONDITIONS TO BE FULFILLED BY THE TENDERERS

The tenderers also essentially required to fulfill the following conditions. (submit relevant documents along with their offers):

- i) Detail of works under execution along with copies of relevant documents.
- ii) Registration certificates, IT returns, Service tax details.
- iii) Should enclose the Partnership deed in case of partnership firms and Article of Association in case of limited company.
- iv) Should enclose the Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender document is to be given under Board resolution.
- iv) Should also have adequate in-house facilities for structural designing and other related services like civil, retrofitting, fire fighting, plumbing, sanitary, electrical, air conditioning, landscaping etc. or should have experienced associates on their panel.
- v) Any other important information which the firm may like to submit in support of their technical competence such as MoU with other specialist consultants.
- vi) The price bids of the bidders who do not meet the qualifying requirements in the technical bid will not be opened.

5. VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 90 days, to revoke or cancel their tender or to vary the tender given or any term thereof, without the consent in writing of the NCUI. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without the consent of the NCUI in writing, NCUI shall forfeit Earnest money paid by them along with their tender without giving any notice.

6. ACCEPTANCE/REJECTION OF TENDER

- i) NCUI does not bind itself to accept the lowest tender.
- ii) The NCUI also reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- iii) NCUI also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of the NCUI regarding the same shall be final and conclusive.
- iv) It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts.
- v) Tenders received without EMD/inadequate EMD, and without the requisite Tender Fee shall be summarily rejected.
- vi) After the work is awarded the Agency/Architect will have to enter into an agreement as per proforma provided by the NCUI for work awarded, on a non-judicial stamp paper of requisite value at its/his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

CONDITIONS OF THE CONTRACT

SCOPE OF WORK

The Agency/Architect shall render the following services:

I. Preliminary Stage

A. Preparation of Drawings:

- a) Inspect the site and discuss with Executive Director (Estate) and other designated officials of the NCUI regarding the accommodation requirements.
- b) Prepare Architectural Drawings i.e. plans, Elevations for the buildings should be synchronized with the existing Buildings and plans, Elevations should be evolved as per the requirement of the NCUI and matching with the existing structure.
- c) Obtain approval of the NCUI to (a & b) above.

B. Obtaining statutory approvals:

To prepare & submit the required detailed drawings and obtain approval from the Competent Authority (i.e. NCUI), and make any changes desired by authorities and obtain approval, N.O.C. etc. from statutory authorities (like DDA, MCD, Fire , Jal, ASI etc.).

II. Structural and Working Drawing Stage

Prepare and submit detailed Structural and working drawings with details incorporating all the services & Detailed cost estimates including Electrical water supply and Sanitary items. This will include :-

- a) Preparation of working and detailed architectural and structural drawings of the proposed works after studying the various details of the existing building. The Internal, External water supply and sanitary drawings to be prepared after studying the existing building drawings and existing water supply and sanitary lines as well. The electrical drawings and layouts of the proposed work & other allied installations to be prepared after studying already laid electrical & power lines in the existing building. Electrical work of the proposed area should be designed in such a way to suit to the existing electrical layout and related installations. Drafting of tender document for the said work and making comparative chart of contractor tenders received with due recommendation. All drawings should be duly signed by the relevant experts alongwith the Agency/Architect.

- b) Obtain the approval of the NCUI to (a) and modify them whenever necessary and do all computations of all structural designs and all services designs which shall be in accordance with the latest IS codes of practice. Such detailed computation of all designs shall be made available to the NCUI for any check, the NCUI may like to exercise, before sanction of detailed estimates and call of tenders. Direct and co-ordinate the Architectural, Engineering and surveying work and prepare (with help of surveyors and other associates etc., as necessary) complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking the approval of the NCUI.
- c) Prepare specifications, detailed cost estimate and such other details along with detailed calculation of all items of work and other works (as deemed fit for completion of the project) etc. as may be necessary for the purpose of inviting Tenders, scrutinizing and render all professional services upto the time of completion of the project.

III Construction Stage

- a) Supply to NCUI Soft Copy and five sets of Hard copies of the detailed drawings, free of charge for use during execution of work.
- b) Supply to NCUI such further drawings, specifications or details which may be required for proper execution of the work as and when required by NCUI.
- c) Offer observations on the general workmanship and quality of work and whether the works are proceeding according to the drawings and specifications by undertaking periodical supervision at site and making digital record by taking site photographs/videos.
- d) Obtain NCUI's approval for any material, deviation in design, cost, working drawings, schedule and specifications.
- e) Advise the employer from time to time if the overall cost is likely to exceed the approved estimate with reasons of expected excess as well as extent to which it is likely to exceed.
- f) Scrutinizing of contractor's bills after conducting joint measurement checking of work executed by the contractor at site and provide recommendation of payment to be done to the contractor.
- g) The Agency/Architect has to depute atleast one qualified full time engineer having atleast 05 years of experience.
- h) Visit site as per requirement of work and whenever desired by the NCUI.

IV. Completion Stage

- a) Prepare completion drawings on suitable scale including scale plans, elevations and cross sections, etc. and also hand over the originals of the completion drawings to the NCUI.
- b) Assist the NCUI in arbitration/litigation case that may arise out of the contract entered into in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications and when required.
- c) Obtaining final functional and completion/occupancy certificate from the concerned statutory authorities.

V. Terms of Payment

- i) In consideration of the aforesaid services, the Agency/Architect shall be paid by way of remuneration, fees on percentage of the total actual cost of works executed at site. However, the NCUI shall not pay any additional charge/fee for any advise /consultancy sought by the Agency/Architect from any other agencies for execution of the project.
- ii) The Earnest money shall be refunded immediately to the unsuccessful bidders. In case of successful bidder, the same will get converted into security deposit and it will remain with the NCUI till the expiry of Contract.
- iii) The tender shall remain open for acceptance for a period of ninety days from the date of opening of tenders. If any tenderer withdraws its tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the NCUI shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- iv) The actual cost of the work would mean the sum total of all payments made by the Employer to all contractors, suppliers of materials and any other payment made towards the construction of the project. Till such time, the actual cost is established, preliminary estimate shall form the basis of payment to the Agency/Architect. Any adjustment in the fees on account of variation in the estimate or actual cost shall be made as and when the same is established. The cost shall not include any fees paid to any Government agency or the Agency/Architect.
- v) Actual fee paid to the local bodies for approval of this project shall be reimbursed to the Agency/Architect on production of original receipts.

VI. Payment of Remuneration:

The payment of fee to the engaged Agency/ Architect shall be released as per the following stages:

a)	After approval of Sketch Designs and conceptual designs etc. & after submission of drawings to Competent Authority	05% of Fee
b)	After sanctioning of detailed drawings from competent authority of NCUI	05% of Fee
c)	After preparation and submission of complete set of working drawings details and approval of the same from Local Statuary bodies like DDA, MCD, Fire, Jal, ASI etc.	20% of Fee
d)	After submission of detailed estimates with tender document and bill of quantities for tendering of civil, electrical, plumbing water supply work etc., inviting Tenders, scrutinizing and render all professional services upto finalization of contractor.	10% of Fee
e)	Alter submission of vetted structural drawings from central or state govt. university, electrical drawings, plumbing drawings etc. and approval of the same from the NCUI.	05% of Fee
f)	During supervision and actual execution of work (Upto the approved work done)	
	i) On completion of 20% of the work	10% of Fee
	ii) On completion of 50% of the work	10% of Fee
	iii) On completion of 80% of the work	10% of Fee
	iv) On completion of 100% of the work	15% of Fee
g)	After completion of work in all respects and obtaining of functional and Completion certificates	10% of Fee

The payment shall be made by the NCUI to the Agency/Architect against the bill(s) as per the stages mentioned above after due verification & deduction of taxes, if any.

Payments will be released within thirty days after submission of bills.

VII. Period of engagement and services to be rendered by engaged Agency/Architect

- A) The selected Agency/Architect shall be engaged for a period till completion of the project. However, NCUI reserves the right to terminate the contract at any point of time without assigning any reasons.
- B) The firm quotes the lowest rates L1 will be invited for negotiation, if required.
- C) The engaged Agency/Architect would carry out the work in the projects assigned to him for Architectural Planning & Designing etc. under the terms of the engagement.

VIII. Services to be provided

The Agency/Architect shall faithfully and honestly perform services pertaining to the design of the assigned project. The Agency/Architect in general would be required to hold discussions with the NCUI officers and prepare & submit complete Architecture drawings for the building/projects keeping in mind the functional requirements & space requirement as per government norms. Broadly, the services to be rendered are:

1. Preparation & submission of complete Architectural drawings, detailed estimate / BOQ of the project including layout plan, wherever required, and the associated services like landscaping, all services both internal, external required to make the building functional.
2. Obtaining approval of local bodies on these drawings wherever required.
3. The Agency/Architect shall carry out reconnaissance survey topography of all casting services & other constraints existing in an around the site.
4. Preparation and submission of as built/complete drawings after the completion of the building/projects.
5. Obtaining completion certificate from local bodies wherever applicable. Architectural design the drawings of the building submitted by the Agency/Architect may be checked by the NCUI and any corrections are required, those will be incorporated by the Architectural consultant in the design at no extra cost.
6. The Agency/Architect will give complete specifications of the building and services along with preliminary drawings. All the planning and design shall also take into account the requirements essential services such as firefighting electrical, water supply, sanitary installations, drainage, roads, landscaping, horticultural operation and optional services like heating ventilation and conditioning solar power etc. as applicable to the project.

IX Details of drawings to be submitted by the Agency/Architect

The Agency/Architect will be required to submit as many architectural drawings as required for obtaining approval of Municipal/Land Owning Authorities and as per practice in the department. Briefly, the drawings of building portion of projects/work shall be submitted as under:-

(a) Layout Plan Preliminary Drawings.

- I. Key Plan
- II. Layout plan showing contours, costing features, services and facilities available and proposed building & services.
- III. Preliminary sketches with drawings giving details of useful area, service area circulation area and total plinth area.
- IV. Master plan, if so required, to be prepared
- V. Duly coloured perspective view
- VI. Surveyed site plan showing boundaries, contours at suitable colour intervals, existing! physical layout plan as roads, paths, trees, structures etc.

(b) Working Drawings

- I. First Floor Plan
- II. Toilet details
- III. Door/Window schedules/details
- IV. Area chart
- V. Centre line diagram
- VI. Any other drawings etc. as required

(c) Drawings & Estimates for development and renovation works

- I. Topographical surveys.
- II. Preparation of drawings & estimates as per CPWD specification & CPWD latest DSR/market rates, for development and renovation works.

(d) The Agency/Architect shall be required to submit all these drawings in A-1 size. However, for smaller projects, the Agency/Architect may be permitted by the Department to submit some of the drawings in A2 size. Layout plans shall be prepared in A-0 or A-1 size depending upon the size of the area.

- (e) Working drawings shall be prepared in 1:100 scales. However, detailed drawings shall be 1:50 or 125 scale. This, however, shall be decided by the department on case prepared in to case basis. All these drawings shall be dimensioned in millimeters. Along with every set of approved drawings, the Agency/Architect shall be required to submit a soft copy of the drawings in Compact Disk (CD).
- (f) All the approved drawings shall become the property of the NCUI and Agency/Architect shall not use any of these drawings without obtaining permission from the NCUI in writing.
- (g) In typical projects/work, the requirement of drawings may vary in such cases the Agency/Architect will be required to submit additional drawings covering extra aspect of the work/project.
- (h) The Agency/Architect will also supply to the department two sets of completion Drawings and service drawings including R.T.F. (Reproducible Transparent Film) for future record and also submit soft copy of the drawings in Compact Disk (CD).
- (i) The services to be rendered by the Agency/Architect shall generally be provided by following time schedule:
1. Preparation and submission of preliminary Drawings : 2 weeks
 2. Preparation of Detailed Drawings, Estimate, BOQ : 2 weeks
- (j) This time schedule is for guidance only. Specific time schedule may be decided for each work separately by the Chief Executive of the NCUI or his representative, which shall be binding and final upon the agency.
- (k) Security Deposit equivalent to 5% of the Architectural Fee will be deducted from successful bidder's first bill after adjusting Earnest Money Deposit in the security deposit.
- (l) After the work is complete & completion certificate is obtained from the local body, the security deposit will be refunded to Agency/Architect after a certificate is recorded by the NCUI that the work entrusted to the Agency/Architect has been executed by him satisfactorily and to the required standards.
- (m) Time schedule for carrying out the work shall be strictly compiled with and shall be deemed to be essence of engagement on the part of the Architect throughout the period of assignment.

- (n) In the event of failure on the part of Agency/Architect following the time schedule or stipulated to the Agency/Architect specifically for a work as the case may be the Agency/Architect shall be liable to pay as compensation and amount equal to 1 % (One percent) of such smaller amount as the NCUI may decide on the total fee payable for every day that the work remains unfinished after the specified date subject to a maximum of 10 % (Ten percent) of the fee.
- (o) All the drawings shall be got approved by the competent authority. Initially, the Agency/Architect will submit the two sets of each drawings to the NCUI for checking. After final modifications & correction, he/she will submit six sets of each drawing along with the originals.
- (p) The Agency/Architect shall attend the office of the Engineer/Estate/Chief Executive, NCUI as & when required & provided all required clarifications in connection is with the checking of drawings & approval and nothing extra shall be payable on this account.
- (q) In case time schedule is not adhered and conditions of the agreement are not fulfilled, the Chief executive, NCUI shall have full power to terminate the agreement without any liability to the NCUI and forfeit full security deposit.
- (r) If the Agency/Architect abandons the work for any reason whatsoever of becomes incapacitated from acting as Agency/Architect as aforesaid the department may make full use of all or any of the drawings prepared by the Agency/Architect and that the security deposit available with the department shall be forfeited.
- (s) Provided, however, that in the extent of the termination of the engagement under proper notice, the Agency/Architect shall be liable to refund any excess payment made to him/her over and above what is due in him/her in accordance with the terms of the agreement for the services performed by him/her up to the date of termination of the agreement.
- (t) This agreement may be terminated at any time by the NCUI upon giving one month's notice to the Agency/Architect, work done by Agency/Architect in the dated notice will only be payable by the NCUI in such case.
- (u) In case of any dispute that may arise at any time between the parties in respect of the meaning or interpretation of the agreement, or concerning anything herein contained or arising out of the agreement the same shall be referred to the sole Arbitrator appointed by the President, NCUI. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the agreement in terms of the provisions of The Arbitration and Conciliation Act 1996 (76 of 1996) or any statutory modifications of re-enactment thereof and the rules made there under and to the time being in force shall apply to the arbitrator proceedings.

(v)The Agency/Architect shall continue to perform his/her duties with due diligence notwithstanding to the fact that a dispute has arisen.

(w) Action to appoint an arbitrator shall be intimated within one month from the date of communication in writing of the referring the dispute to arbitration by one party to the other after the dispute has arisen.

Chief Executive
National Cooperative Union of India

Contact Information:

1. NCUI Contact- Sh. Ved Prakash Setia (Executive Director-Estate)
Mob no: +91-9810642944
2. NCUI Contact- Sh. P.S. Dahiya (A.E.E.)
Mob no: +91-9868233706

Part-I- Technical Bid

(The envelop shall be marked Part-I- i.e. Technical Bid will contain qualifying criteria for Providing comprehensive architectural and consultancy services for renovation of ground floor, construction of one floor on the existing structure and retrofitting works of NCCE building, NCUI, 3, Siri Institutional Area, August Kranti Marg, New Delhi-110016 in the format enclosed).

1.	Name and address of the Agency/Individual along with Registration No.	:	
2.	List of projects handled during the last five years clearly indicating cost and scope of work	:	<i>(Similar works in the last 5 years)</i>
3.	Agency/Architect must have valid registration from Council of Architecture with minimum experience of 08 (Eight) years.	:	<i>(Documentary evidence needs to be submitted)</i>
4.	Agency must have PAN and GST Registration No.	:	<i>(Documentary evidence needs to be submitted)</i>
5.	Average Annual Financial Turnover on Architecture or Consultancy works during the last three years, ending 31st March of the previous financial year i.e., 22-23, should be at least 10% of Estimated Cost.	:	<i>(Documentary evidence needs to be submitted)</i>
6.	Agency should have the experience of completion of similar works during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following: a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost, OR b. Two similar completed works each costing not less than the amount equal to 60% of the estimated cost OR c. One similar completed works costing not less than the amount equal to 80% of the estimated cost. <i>(Similar works means Agency/Architect has rendered Architecture and consultancy services in building construction works, Renovation works and Retrofitting works)</i>	:	<i>(Work order & Completion certificate from the client to be submitted for each work.)</i>
7.	List of Technical Staff with bio-data of each staff members	:	<i>(Documentary evidence needs to be submitted)</i>
8.	Copy of Balance sheet for the last 3 years.	:	<i>(Documentary evidence needs to be submitted)</i>
9.	Details of current works in hand including their costs.	:	<i>(Documentary evidence needs to be submitted)</i>
10.	Undertaking that all documents/certificates/information submitted against the tender are genuine. In case any of the documents/certificate/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by the NCUI at its sole discretion.		<i>(Undertaking on company's letter head needs to be submitted)</i>

11.	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. An undertaking by the bidder should be submitted on company's letter head.	<i>(Undertaking on company's letter head needs to be submitted)</i>
12.	Undertaking that bidder is not blacklisted/debarred by any govt/semi govt/Cooperative/PSU.	<i>(Undertaking on company's letter head needs to be submitted)</i>
13.	Bidder should have adequate in-house facilities for structural designing and other related special services like retrofitting, Air conditioning, fire fighting, electrical, civil, plumbing, sanitary etc. if bidder do not have in-house facility on his/her panel for any of above special services, then to show his/her technical competence the bidder may submit MoU with other specialist consultants like Structure, Electrical, Civil, fire fighting, Plumbing, Retrofitting, Sanitary, Air conditioning etc. such bidders shall be given preference.	<i>(Documentary evidence needs to be submitted)</i>
14.	Earnest money of Rs. 50,000/- in favour of National Cooperative Union of India, New Delhi in the form of demand draft of a scheduled bank.	

Signature of the tenderer with stamp

Part-II- Price Bid

(The envelop shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed).

NAME OF THE WORK	:	Providing comprehensive architectural and consultancy services for renovation of ground floor, construction of one floor on the existing structure and retrofitting works of NCCE building
NAME OF THE FIRM/TENDERER	:	
ADDRESS	:	

I/we hereby agree to render Architecture and consultancy services for the project as defined in the tender documents and also agree to abide by all the terms and conditions put forth in the said tender documents enclosed and my/our fee for the above all services will be _____ % (_____ in words) percent on (Rs. 3.00 Crore estimated project cost) + GST (extra). The above fee shall remain firm till the completion of the project in all respect.

Signature of the tenderer with stamp

INTEGRITY PACT

To,

.....
.....
.....

Sub: NIT No. for the work.....
.....

Dear Sir,

It is here by declared that NCUI is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would besummarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NCUI.

Yours faithfully

Chief Executive

INTEGRITY PACT

To,

Chief Executive
National Cooperative Union of India
Hauz Khas, New Delhi

Sub: Submission of Tender for the work of

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)



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) 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 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 & 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.

