

KENDRIYA VIDYALAYA SANGATHAN (Hqrs.)

**18, INSTITUTIONAL AREA,
SHAHEED JEET SINGH MARG
NEW DELHI -110 016**



BID No.: 01/KVS/2020-21

DRAFT BID DOCUMENT

FOR

EMPANELMENT OF CONSTRUCTION AGENCIES

**FOR CONSTRUCTION, SPECIAL REPAIR & DAY TO DAY REPAIRS
/MAINTENANCE OF KV SCHOOL BUILDINGS / STAFF QUARTERS /
REGIONAL OFFICES / ZIET BUILDINGS / MISC WORKS**

- This document contains 22+3 pages.

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SECTION – 1 : INTRODUCTION

1.0 Introduction

- 1.1 Kendriya Vidyalaya Sangathan (KVS), an autonomous body under Ministry of Education is Central Sector Scheme fully funded by the Central Government. Initially, 20 Regimental Schools in Defence Stations were taken over and run as Central Schools during the academic year 1963 -64.
- 1.2 Kendriya Vidyalaya Sangathan has its Headquarter at New Delhi-16. It has 25 Regional Offices (ROs) and 5 Zonal Institutes of Education Training at various cities all over India. It has its own constructin wing headed by a Superintending Engineer. Presently there are 1242 (As on 01.03.2021) functional KVs in Civil / Defence / Project/ Institutions of learning sectors, all over India.
- 1.3 The opening of new Kendriya Vidyalaya is based on the offer from the Ministries of Central /State Govts. And providing of suitable land as per KVS norms free of cost either on lease basis or on permanent grant. Construction of Kendriya Vidyalays is generally carried out by CPWD/MES/Railways/State PWD

The broad nature of works undertaken generally consist of the following:

S. No.	Building (RCC framed structure)	Nos.	Plinth Area in Sqm. (approx.)	Total Plinth Area in Sqm.
1	School Buidling (two section school building) consisting of classrooms, Library, Principal room, Vice Principal room, staff room, laboratories etc.	1	4500	4500
2	Principal Residential Quarter Type V	1	200.50	200.50
3	Type – III Residential Quarter	4	80	320
4	Type –II Residential Quarter	4	70	280
5	Construction of Additional class rooms Regional Offices / ZIET buildings, staff quarters, multipurpose halls, auditorium, canteen, cycle stand and other Misc. works	As per need	As per need	As per need
6	Development Works			
7	Construction of Boundary Wall.			
I	Internal & External water supply, drainage and sewerage disposal system:			
	(i) Tubewell including submersible pump & cabling etc. complete upto desired depth after obtaining ground water report from concerned authorities.			

	(ii) Over Head Tank with out staging
	(iii) Under ground sump with centrifugal water pump
	(iv) Pump house
	(v) Water supply distribution, drainage and sewerage disposal system
II	Internal Electrification:
	(i) Substation building
	(ii) HT/LT Panel / Transformer.
	(iii) Street lighting using U.G. cables
	(iv) External wiring / cable connection using U.G. cables from sub-station to feeder pillar, building & pump house etc.
	(v) Obtaining electricity connection from local electricity board.
III	Internal roads, paths and culverts (if any)
IV	Retaining walls as per site conditions
V	Rain Water Harvesting
VI	Green building norms
8	Miscellaneous works & annual repair / special repair / day to day repair of school buildings, staff quarters, ZIET buildings, RO buildings, boundary wall etc.

Scope of work may increase/decrease depending upon requirement

2.0 Infrastructure

As on date, Kendriya Vidyalaya Sangathan is having 1242 schools in the country, out of which 805 (as on 01.03.2021) running in permanent school buildings, with / without staff quarters, 25 Regional Offices, 05 ZIET, 01 Head Quarter located all over the country. New building, extension of building and other miscellaneous works are undertaken every year as per need.

2.1. SPECIAL MAINTENANCE AND REPAIR (M&R)

Out of 1242, 805 schools are running from permanent buildings. There are 25 Regional Offices and 5 ZIETs besides staff quarters for which need based special repairs day to day maintenance including strengthening of buildings are undertaken periodically.

3.0 Aims and Objectives

- 3.1 Bids are invited from eligible construction agencies as per GFR – 2017 with an objective **to determine the lowest service charges** for providing PMC services to carry out construction and maintenance of Civil and Electrical works of Kendriya Vidyalayas and other buildings of KVS located at any place in India as "Deposit Works". The construction agencies shall be required to provide the services as per scope of work given under clause 4 below.

4. Scope of work to be executed by Construction Agency:

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

4.1	Providing all engineering services on turnkey basis (concept to commissioning) for creating desired infrastructure. The services will include Surveying, Preparation of Master Plan, detailed architecture and structural drawings, Tendering, Execution, Supervision, Quality Control, maintenance & repair works etc. as 'Deposit work' concept.
4.2	Soil investigation before detailed structural drawings/architectural drawings are prepared.
4.3	Entering into agreement with KVS in standard format and submission of a bank guarantee of Rs. 20 lac from Nationalised Bank against each work entrusted by the Agency.
4.4	Submission of guarantee bond for water proofing works and other works as per standards.
4.5	To obtain approval of KVS for the conceptual plans of project.
4.6	Preparation of layout and detailed Architectural/Structural designs duly vetted by IIT and drawings of buildings, plumbing, sanitary, water supply, electrical services, fire protection services, telephone, wiring, land scaping etc as per requirement and submission to concerned local bodies, wherever necessary and to obtain their approval if required before and after completion of work.
4.7	Preliminary Estimate/Detailed Estimate (Technical Sanction) on the basis of DPAR/DSR with prevailing Cost Index approved by CPWD, all applicable Taxes, contingencies @ 3% and accepted service charges for obtaining go-ahead approval of KVS for start of work.
4.8	Complete construction of projects through contractors/vendors by way of time scheduling, (Bar chart / PERT) monitoring, supervision, quality assurance/control, accounting etc.
4.9	Third party quality assurance by IITs/ NITs.
4.10	Submissions of monthly progress reports with photographs duly countersigned by Principal including uploading on web based monitoring system of KVS for release of funds.
4.11	General maintenance of buildings and external services (Civil, Electrical etc.).
4.12	Co-ordination with all other concerned agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye-laws.
4.13	After completion, handing over the project to KVS in complete and good shape alongwith a hard copy and soft copy of full set of completed drawings, built drawings and submission of completion report & Final expenditure statement duly certified and counter signed by Principal for settlement of accounts of the work.
4.14	All works to be entrusted shall be governed by General Financial Rules (GFR) issued by Ministry of Finance, Govt of India including its amendments from time to time.

SECTION -2: BID SUBMISSION & OPENING

1.1 Instruction for submission of Bid

Two envelope bid system shall be followed:-

(i) ENVELOPE – I

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

(ii) ENVELOPE – 2

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

(iii) ENVELOPE – 3

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

The sealed envelope – 3 shall be submitted in the office of Superintending Engineer, Kendriya Vidyalaya Sangathan, 18, Institutional area, Shaheed Jeet Singh Marg, New Delhi-110016

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

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

- (2) The envelope – 3 shall be opened first and then envelope – 1 (eligibility documents) shall be opened. The intending bidders who fulfill eligibility criteria shall be considered as qualified.
- (3) The envelope – 2 (containing complete BID DOCUMENT) shall be opened only for qualified bidders.
- (4) Bids are invited for quoting "Composite Service Charge" to undertake KVS Constuction & Maintenance Works in the country.
- (5) **Each page of the bid document shall be signed under seal by an officer of bidder not less than the rank of Chief Engineer or equivalent .**
- (6) Bids of only those bidders whose bids are complete in all respects and qualify as per eligibility criteria prescribed by KVS shall be considered. KVS reserves the right to accept or reject any or all bids received by it without assigning any reason.

- (7) KVS also reserves the right to award / not to award any work to lowest bidder without assigning any reason.

2.0 Pre Bid Meeting

- 2.1 The bidder (or his authorized representative) to whom the bid document has been issued or who have downloaded the bid documents from website www.kvsangathan.nic.in shall be invited to attend the pre - bid meeting on date and time mentioned in this document which shall take place in the chamber of Superintending Engineer, Kendriya Vidyalaya Sangathan, 18, Institutional area, Shaheed Jeet Singh Marg, New Delhi-110016. Representatives shall carry Authority Letter for attending the above meeting.
- 2.2 The purpose of the pre-bid meeting shall be to clarify the issues and to answer queries on any matter that may be raised by the participating intending bidders.
- 2.3 The bidder are requested, as far as possible, to submit all queries by courier or e-mail (workskvs@gmail.com) to reach KVS office not later than two days before the meeting. It may not be practicable to answer all queries received at the time of meeting but queries and responses / clarifications shall be issued. All communication must be addressed to Superintending Engineer, Kendriya Vidyalaya Sangathan (HQ), 18, Institutional area, Shaheed Jeet Singh Marg, New Delhi-110016.
- 2.4 The text of the queries raised and the responses given together with any responses prepared after the pre- bid meeting shall be sent to all concerned. However, a copy of the same can be obtained from the office of the Superintending Engineer. The minutes of pre-bid meeting shall form part of the Bid Document.

3.0 Opening of Bids

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

4.0. Comparison of Bids and Award Criteria.

- 4.1 The Panel will be prepared based on Service Charges quoted by bidders. Agency quoting the lowest Service Charges shall be considered as successful for award of work for a period of two (02) years which may be extended with mutual consent to further one (01) year based on performance. In case, same Service Charges are quoted by more than one agency, award of work will be considered to these agencies on the basis of performance of works executed by them during last 3 years.
- 4.2 Other eligible agencies (L-2, L-3 and so on) may be given chances to submit the acceptance for the lowest Service Charge, if they are willing for the specified period. Eligible Construction Agency may be considered for award of works considering their performance and work load, at the L-1 rate.
- 4.3 Performance, capacity & no of works entrusted by KVS shall be criteria for award of work.
- 4.4 KVS also reserves the right to award any or all works on the lowest service charges as determined in para 4.1 above to any other eligible agency also.

SECTION – 3: AWARD OF WORK

- 1.0 KVS's Right to accept any Bid and to reject any or all Bids and award of work to Agency.**
- 1.1 The KVS reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time without incurring any liability, whatsoever to the affected Bidder or Bidders.
- 1.2 **Lowest service charges quoted shall be considered as "Service Charges". The validity of these service charges shall be initially for two years and can be extended for further one year. Performance in the works shall be the criteria for allocation of work.**
- 1.3 **Maximum five works of construction of school buildings will be given at a time to one construction agency. Further, work may be considered later, based on performance of agency.**
- 1.4 KVS shall not be bound to award any work, to the agencies to be empanelled. The bids being invited are non-binding and without any commitment of award of work.

2.0 Execution of Memorandum of Agreement

- 2.1 KVS shall declare the successful Bidders(s) in writing, that its Bid for the KVS work, have been selected, indicating essential detail such as Service Charges .
- 2.2 The successful bidder must enter into an Agreement with KVS on non-judicial stamp paper of Rs. 100/- within thirty days from the date of issue of letter of intent. The same shall be as per norms of KVS as amended time to time and attached as **Annexure-I**.

3.0 Corrupt or Fraudulent Practices

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

- (a) Will reject bid/ contract if it determines that the Bidder, recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - (b) The KVS reserves the right not to conclude contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.
- 3.2 A separate Integrity Pact as per **Annexure – II** shall be executed on non-judicial stamp paper of Rs. 100/- with the bidder to whom the work shall be entrusted.

4.0 DISPUTES AND ARBITRATION

- 4.1 If any dispute or difference of any kind what so ever shall arise between the parties in connection with or arising out of this agreement or out of the breach termination or invalidity of this agreement thereof, the parties shall resolve them by resorting to the following:
- (a) Party shall attempt within a period of 30 days after receipt of notice by the other party of the existence of a dispute, to settle such dispute in the first instance by mutual discussions between the parties.
 - (b) If the dispute can not be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by recourse to Arbitration by referring the dispute to the Sole Arbitrator to be appointed by Commissioner, KVS. The arbitration shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act and subsequent amendments of the said Act.

It is made clear that acceptance of bid and conveying of the same by KVS to the successful bidder does not confer any right to the bidder to get the work allotted. KVS reserves its right to take appropriate decision in the matter after taking into account the overall issues concerning the projects.

SECTION – 4 : ELIGIBILITY CRITERIA

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

Eligibility Criteria

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

1. As specified under GFR 2017 Rule 133(3), the bidder/Agency should be a Public Sector Undertaking set up by the Central Govt. or State Govt. to carry out Civil & electrical works or any Central / State Govt. Organisation /PSU which may be notified by the Ministry of Urban Development for such purpose after evaluating their financial strength and technical competence (Relevant supporting documents may be furnished).

(An affidavit in this regard as per **Annexure-III** shall be submitted & signed by an officer not below the rank of Chief Engineer or equivalent.

2. The Bidder/Agency should have average annual financial turnover of not less than Rs. 125.00 Crore on Construction Work (Civil & Electrical both) during last three consecutive years (i.e. FY 2017-18, 2018-19 & 2019-20) duly audited by Finance Wing. The Bidder / Agency should also be a profit making company during all the last three Financial Years.
3. The Bidder/ Agency should have an office setup with adequate technical staff posted in different parts of country. Relevant supporting documents shall be furnished for scrutiny.
4. The Bidder/ Agency should have following satisfactorily completed the following works during the last three years, as on the last date of submission of tender and this should be certified by the officer not below the rank of Chief Engineer or equivalent.
 - Three similar works each of value not less than 40% i.e. Rs. 10.00 Cr., **OR**
 - Two similar works each of value not less than 60% i.e. Rs. 15.00 Cr. **OR**
 - One similar work of value not less than 80% i.e. Rs. 20.00 Cr.

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

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

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

SECTION -5 PROFORMA OF PERFORMANCE STATEMENT

(For the period of last three years)

Bid Referene no.

: 01/KVS/2020-21

Name and address of the Bidder

: _____

Details of works entrusted & completed satisfactorly

Work Order Placed by (full address of client)	Order Number and date	Description of work awarded	Total value of work	Date of Completion of Work	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Duly authorised signatory of organization and seal of the Bidder

Note:-

Furnish Order copies, along with the value of work executed and satisfactory completion Certificate from client in respect of above.

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SECTION 6: PRICE BID SUBMISSION FORM

**KENDRIYA VIDYALAYA SANGATHAN(HQ)
18 INSTITUTIONAL AREA
SHAHEED JEET SINGH MARG
NEW DELHI 110 016**

Ref: Your Bid Document No.01/KVS/2020-21 dated _____

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

S.No	Description of Work	Service Charges (% of project cost)	
		In figures	In words
01	Construction, special repair & day to day repair, Maintenance of school buildings staff quarters, regional offices, ZIET buildings & other Misc works all over India		

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

We agree to all terms and conditions of KVS. We have read and well understood the para 4.1 to 4.4 of Section-2 & para 1.1 to 1.4 of Section-3 and shall not make any claim.

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

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

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

(Signature with date, name and designation)

Duly authorized to sign Bid and on behalf of

(Name of Organisation)

AGREEMENT FOR CONSTRUCTION OF KENDRIYA VIDYALAYA SANGATHAN WORKS

THIS AGREEMENT is made on dt. _____ between KENDRIYA VIDYALAYA SANGATHAN, a society registered under the, societies Registration Act 1860 and having its registered office at Kendriya Vidyalaya Sangathan, 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi -16, (hereafter referred as "KVS" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) acting through their Addl. Commissioner (Admn.), KVS of ONE PART and _____* under the Administrative control of Department of _____, Ministry of _____ Govt. of India (hereinafter referred as "_____") (which expression shall include its successors and permitted assigns) acting through its _____ ON OTHER PART.

WHEREAS THE KVS intends to execute different nature of works in various Kendriya Vidyalayas and _____* has offered its services for the said construction work to the satisfaction of KVS.

AND WHEREAS the KVS has agreed to appoint _____* as the construction agency for certain works as may be decided by KVS from time to time and the later has agreed to accept the said appointment on the terms and conditions appearing herein after.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:-

The _____* will render services for the work entrusted to them as 'Deposit work" on the following conditions:

1. First installment of Rs. 20 lakh will be deposited by KVS on submission of Bank Guarantee at the time of issue of go-ahead approval. Further funds will be released in instalments as work progresses and on the basis of monthly progress both physical and financial and requirement of funds.
 - i) KVS will give funds sufficient to continue the progress of work in advance and under no circumstances, _____* will be required to use its own funds for this work. The request of funds shall be projected with physical and financial progress to KVS well in time so as to give KVS at least 4 weeks' time to process for the release of funds.

- (ii) The construction agency will charge @ _____% on works as service charges (departmental charges) over the actual cost of the work as per lowest bid on departmental charges in accordance with GFR-2017. This will include all stages of work right from inception till completion and handing over to KVS.
2. A copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to the Kendriya Vidyalaya Sangathan for their record.
 3. The _____* however, assumes the responsibility to complete the work within the cost estimates framed by them and approved by KVS. In the event of any increase in the cost of work, as a result of escalations of prices of cement and steel, etc. due to statutory acts or orders of the govt. revised estimate will be submitted by the _____* giving detailed justification well in time to KVS for issuing revised Administrative Approval and Expenditure Sanction.
 4. The _____* shall not make any variation on its own from the approved LoP (Lay out plan), Drawings and scope of work as approved in A/A & E/S without the prior approval of KVS (HQ). In case any variation is made with consent / approval of any other authority except KVS (HQ), the responsibility shall lie on the -----*. The decision of the KVS (HQ) in this regard shall be final and binding on -----*.
 5. KVS will have no privity of contract with contractor that may be employed by the _____*. Any liability, statutory or otherwise arising out of the said contract will be borne by the _____* and KVS will not be responsible in that respect in any way.
 6. The _____* will submit the progress report of each work indicating the physical achievement and expenditure incurred on the work, every month to KVS. On completion of work, a certificate to the effect that the work has been completed as per estimates, specifications and drawings indicating the date of completion shall be submitted to KVS.
 7. If _____* fails to maintain required progress to complete the work, _____* will submit the proposal to KVS(HQ) for extension of time with detailed justification. The extension of time will be decided by KVS(HQ) based on merit of the case. However, no escalation is to be paid to construction agency for extended time period, if delay is on the part of _____*.

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8. _____* will nominate a Nodal Officer who will effectively monitor and coordinate the project in consultation with the KVS officials at the end of each quarter.
9. The _____* shall nominate full time regular technically qualified and experienced engineers at each site for supervision, monitoring and execution of the project in time bound manner.
10. KVS (HQ) reserves the right to inspect the work through its VMC / Engineers / Officers of any other agency authorized by the KVS from time to time. KVS shall communicate such observations, if any, for compliance to _____*.
11. The accounts of the work completed will be finalized within six months from the date of handing over of the work failing which the _____* will be liable to pay 12% interest per annum on the unspent balance, if any, against the deposit made to the _____*by KVS.
12. Retention money @ 1% of actual work done should be retained at Vidyalaya level from the last instalment till successful completion of defect liability period.
13. The unspent balance will be utilized or refunded as per directions of KVS. In case of failure to refund the unspent balance within a period of one month from the date of giving such directives the _____*shall be liable to pay interest @ 12% per annum thereon.
14. In case the _____*fails for any reasons what so ever to undertake execution of any works entrusted to it, it shall inform the KVS accordingly within a period of three months from the date of release of funds by KVS and the whole amount will be refunded in one installment to KVS failing which interest @ 12% per annum will be charged by KVS.
15. The account books of such deposit works will be subject to audit by the C&AG or its nominee.
16. i) The _____* shall follow CPWD specification & KVS norms and ensure that the project is completed within the stipulated time.

ii) The building on the site shall be constructed in accordance with the plans/ drawings approved by the local bodies. Necessary approvals/ clearances from local bodies shall have to be obtained by _____*before start/execution and after completion of the work.

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17. The _____* shall be fully responsible for the quality and structural safety of the construction by adopting effective & efficient construction management techniques.
18. In case the _____* employs contractors for the execution of the work, the procedure and rules followed by the CPWD or PWD of State Govt. or as adopted by the _____* in inviting and acceptance of tenders would be followed by the _____*.
19. The _____* shall arrange to carry out all mandatory tests on construction materials as prescribed in CPWD specifications and BIS Code of practice and maintain all such records of mandatory tests conducted to ensure the quality of work. An equipped laboratory is to be established at construction site for routine tests.
20. Third Party Quality Assurance (TPQA) is to be carried out stage wise i.e. at foundation, casting of RCC roof slab i/c column/beam, flooring & plastering, finishing etc. by the _____* from any IITs / NITs and submit the report at regular intervals while raising the demand of funds.
21. After completion of the work, it shall be handed over to KVS in accordance with the procedure followed by CPWD or PWD of the State Govt. as adopted in the _____*. In case Kendriya Vidyalaya does not take possession of completed work within two months from the date of completion, the _____* hereinafter will not be liable for any loss or damage on account of theft or otherwise.
22.
 - i) _____* will be responsible for setting right any defects in construction work brought to its notice at its own cost for a period of 12 months from the date of handing over of the work.
 - ii) After completion of work, _____* will submit 5 (five) sets of completion drawings, service drawings, etc. to KVS for record and reference.
 - iii) KVS reserves all the rights to repeat such drawings for their works wherever required.
23. i) The _____* shall complete the work within the time schedule given in the AA&ES to be reckoned from the date of receipt of installment of funds failing which a penalty of Rs. 5000/- (Rupees five thousand only) per day shall be levied on _____* till formal completion of the work.

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- ii) The _____* will be responsible for obtaining connections of water, sewerage and electricity from the concerned authority to ensure their proper commissioning so that no defects in operation of the connections exist, by carrying out necessary tests etc. KVS will render requisite assistance in making application etc. for the purpose.
24. The _____* shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earthquake, flood and lightening etc.
25. If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by recourse to Arbitration by referring the dispute to the Sole Arbitrator to be appointed by Commissioner, KVS. The arbitration shall be held in accordance with the provisions of the Indian Arbitration and subsequent amendments of the said act.
26. The _____* shall not be held responsible for failure to complete the work in time if such failure is due to any breach of the terms of the Agreement on the part of the KVS.
27. _____* will furnish and unconditional Bank Guarantee of Rs. 20.00 lacs (Rupees twenty lacs only) in the format as approved by KVS. Next installment of funds as referred to in Clause "1 (i)" shall be released only after utilization of previous deposit is given by _____* as duly certified and reflected in the physical progress of work.

In witness whereof, the parties hereto have set their hands through their authorized representatives on this Agreement and affixed their seals and signature on the date, month and year first above written.

For and on behalf of

For and on behalf of
Kendriya Vidyalaya Sangathan

Addl. COMMISSIONER (ADMN.)

Note:-

* Name of construction agency.

INTEGRITY PACT

**KENDRIYA VIDYALAYA SANGATHAN (Hqrs.)
18, INSTITUTIONAL AREA,
SAHEED JEET SINGH MARG
NEW DELHI -110 016**

Sub: Submission of bid for providing PMC service for construction & maintenance of KVS.

Dear Sir,

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

I/We agree that the bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/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 KVS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

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

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

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INTEGRITY AGREEMENT

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

BETWEEN

COMMISSIONER, KVS represented through Superintending Engineer, KVS (HQ).

.....,

KVS ,....., (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 Organization/construction Agency)

through (Hereinafter referred

to as the

(Details of duly authorized signatory)

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

WHEREAS the Principal/Owner has floated Bid (Bid No. 01/KVS/2016-17) (hereinafter referred to as: Tender/Bid") and intends to award, under laid down organizational procedure, contract for "providing PMC service for construction & maintenance of KVS. Hereinafter referred to as the "Contract".

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

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

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

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

Article 1 : Commitment of the KVS.

- (1) KVS 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 also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder (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 contract.
- (2) The Bidder(s) /Construction Agency commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/bidding process and during the Contract execution:
 - (a) The Bidder(s)/Construction Agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Construction Agency will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

- (c) specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (d) The Bidder(s)/Construction Agency (ies) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Construction Agency will not use improperly, (for the purpose of competition or personal gain), or pass on the 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.
- (e) The Bidder(s)/Construction Agency will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) /Construction Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Construction Agency will not, directly or through any person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Construction Agency will not, directly or through any other person confirm 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: Consequence of Breach

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

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

may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, performance Guarantee and Security Deposit of the Bidder/Construction Agency.

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

Article 4 : Previous transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7 – Other Provisions

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

Article 8 – LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal / Owner)

.....

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

WITNESSES:

1.

(Signature, Name and Address)

2.

(Signature, Name and Address)

Place :

Date:

:22:

Annexure-III

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

Certified that _____ (Name of organization), fulfills the terms of GFR 2017 Rule 133(3) public sector undertaking set up by the Central or State Govt. to carry out civil or electrical works or Central/State Govt. Organization/PSU notified by the Ministry of Urban Development (MoUD) to carry out civil or electrical works after evaluating financial strength and technical competence

[Duly authorised signatory with date, name and designation]
For and on behalf of _____

(Name of Organisation)

[Name & address of the Bidder]

Seal of the Organization

- Stricken off which is not applicable.

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