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CENTRAL BOARD OF SECONDARY EDUCATION REGIONAL OFFICE, DELHI

An Autonomous Organisation under the Union Ministry of Human Resource Development
(Govt. of India)
PS, 1-2, Institutional Area, I.P.Extn. Patparganj, Delhi-110092

Sub: - Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi.

CBSE invites sealed open tenders for Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi, estimated cost Rs. ----- . Rates are to be quoted on the prescribed format. The tender documents can be downloaded from our website www.cbse.nic.in. In such case, Bidder should fulfil the pre-qualification criteria and should submit the required documents in the specified manner in a sealed envelope superscripted **Envelope No.2: Technical Bid for pre- qualification for (Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi).**

tenderer should enclose the cost of tender document by demand draft in favour of Secretary, CBSE, New Delhi for an amount of **Rs. 500/-** (Non Refundable). This should be submitted in a separate sealed envelope super scribed **Envelope No.1: Cost of Tender Document & EMD for the Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi.**

A separate sealed envelope marked **Envelope-III** (as above) shall contain the tender (Price Bid) each page duly signed & stamped with prices as specified in this **NIT**. The envelope shall be super scribed as **Envelope-3: Price Bid for the work of Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi.**

All the three sealed envelopes should be put into a separate envelope duly sealed & super scribe as **Tender documents for the work Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi. Due on 02.12.2015 at 1400 hrs.**

The agencies willing to submit tenders are advised to visit the site so that exact quantum of work is assessed. The tender complete in all respect along with an EMD of Rs. -2,00,000/- payable in favour of the Secretary, CBSE, Delhi must be submitted latest by 02.12.2015 up to 2:00 p.m. and dropped in the tender-box placed in near Reception Counter, Ground Floor CBSE Regional office building,PS,1-2,Insitutional Area,I.P.Extn,Patparganj Delhi-92. The tenders will be open on the same day i.e02.12.2015 at 1430 hrs. Incomplete and conditional tenders shall be summarily rejected. The CBSE reserves the right to reject any or all the tenders without assigning any reason thereof.

Regional officer (Delhi)

CENTRAL BOARD OF SECONDARY EDUCATION,

I.P. Extn. Patparganj, Delhi – 110092

TECHNICAL PARAMETER

**Last Date for submission: 02.12.2015
Up to 2.00. P.M.**

Name of work: Renovation of Public Toilets, Sanitary Shafts at Regional office, Delhi.

1. Credentials of tenderer

1.1 Name of the Agency: _____

1.2 Office Address and _____

Tel.Nos. _____

1.3 Registration details _____

1.4 PAN No. _____

2. Experience (last three years) _____

2.1 Proof of having successfully completed similar works during last 3 years ending last day of the month previous to the one in which tenders are invited as per the following:-

- a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost. OR
- b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. OR
- c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.

2.2 Contract details fulfilling eligibility criteria

S.No.	Year	Name of the Organization	Cost of the work (Executed)	Officer Concd. in the Organization with T.No.	Period From To

2.3. Present assignment in hand: (Supported with documentary evidence)

(i)

(ii)

(iii)

2.4. Earnest Money Deposit (EMD)

i) EMDs of unsuccessful tenders shall be refunded after award of work without interest.

ii) The tenders without EMD or partial EMD shall be summarily rejected.

iii) Earnest money to successful tenderers shall be adjusted in the security deposit of first RA bill.

iv) Particulars of EMD:

Amount Rs. : -----

D.D/B.D Nos. : _____

Issuing Bank with

Date of Issue : _____

All terms and conditions as mentioned in the tender are acceptable to me/us.

(Signature of the Tenderer)
With complete address and seal

Tel. No.: _____

Mobile No.: _____

Place: _____

Date : _____

CERTIFICATE OF NEAR RELATIVES

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____, R/O _____ hereby certify that none of my relative(s) as defined in Section 12 of tender document is/are employed in CBSE REGIONAL OFFICE, DELHI as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CBSE office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder

Name (caps) _____

Position _____

Date _____

Terms & Conditions

1. The work shall be executed as per the approved specifications and CPWD norms.
2. The work is to be completed within 06 months from 7th day of award of work.
3. All the materials shall be got approved from the Engineer-In-charge before installation.
4. No T & P shall be provided by the Board.
5. Scaffolding wherever required shall be arranged by the Contractor for which no extra payment shall be made.
6. The work shall be executed under the strict supervision of the Engineer In-charge.
7. The measurements shall be recorded jointly with contractor and CBSE engineer.
8. Potable water shall only be used; in no case ground water shall be used.
9. In case of delay, a penalty @ 1% per week shall be levied subject to a max of 5% of the contract value.
10. In case of poor workmanship, the Board shall have the right to rescind the contract and get the work executed through any other agency at the risk & cost of the defaulting contractor.
11. In case the work is kept suspended without any valid reason, the Board shall be free to get the remaining work executed through any other agency.
12. The contractor shall be required to provide adequate safety for its workers and the Board shall not be accountable to any kind of injury/ accident at site.
13. 5% amount shall be retained as security for a period of 12 months as defect liability. In case no defect is observed the same shall be released after the defect liability period. 5% of value of water proofing work would be released after 5 years.
14. The contractor will use approved brand of material as given in the tender.
15. The contractor will get the water proofing work from specialised agency in the field and will get the name of the agency approved from engineer-in-charge. 5 years guarantee will be given for the water proofing works.
16. The contractor shall take all safety precautions for his workers and shall be sole responsible for any mishap.
17. A tenderer should quote the rate (s) of tender in figures as well as in words. The total amount shall be written both in figure and in words.
18. All rates shall be quoted on the tender form and shall include all material, labour, transportation, all taxes, duties, testing, commissioning, supervision, tools, plants, wastage, sundries, scaffoldings as required mobilization demobilization, transportation etc. and nothing extra shall be payable on this account. However, the rates shall not include the service tax, which will be reimbursed on submission of challan.
19. Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the will not entertain any claim whatsoever in this respect.
20. The rates of the contractor shall be inclusive of Labour Cess @ 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the CBSE to be deposited with the labour board of the concerned state.
21. **Sealed Envelope-I:** shall contain draft for tender cost (Non-Refundable) & draft for Earnest Money Deposit of related work. The envelope should be superscripted as **ENVELOP-1** along with name of work - **Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi.**
22. Tender cost & EMD. Tenders without the earnest money and cost of tender if any will be summarily rejected.
23. **Sealed Envelope II:** marked as technical bid shall contain all the required documents incorporated in the format for the check list for tender submission. The envelope shall be super scribed as **ENVELOPE 2 – Technical Bid - Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi.**
24. A separate sealed envelope marked **Envelope-III** (as above) shall contain the **Price Bid** each page duly signed & stamped with prices as specified in this **NIT**. The envelope shall be super scribed as **Envelope 3 – Price Bid - Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi.**
25. All the three sealed envelopes should be put into a separate sealed envelope & superscribe as **Tender documents for the work Renovation of Public Toilets, Sanitary Shafts and at Regional office, Delhi. Due on 02.12.2015 at 1400 hrs.**

26. The Board will return the earnest money, where applicable to every unsuccessful tenderer on production by the tenderer of a certificate of the Engineer that all tender documents have been returned.
27. This notice of tender shall form part of the contract documents.
28. The validity of the tender (s) shall be up to **60** (ninety) days from the date of opening of Tender(s).
29. The use of whitener/eraser in this tender document is prohibited. While filling the tender papers, if any correction becomes necessary, the same should be done by **SCORING OFF** originally written rates/figures etc. and then rewriting should be done under initials of person filling the tender.
30. **Conditional Tender - Conditional tenders are liable to be rejected.**
31. **Canvassing** - Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render him liable to penalties which may include removal of his/her name.
32. **SUBLETTING** - The contractor shall not, without the prior approval of the competent authority in writing sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.
33. **REMOVAL OF UNDESIRABLE PERSON(S)** - The contractor shall, on receipt of a requisition from the Engineer-in-charge, at once remove any person(s) employed by him on the work who, in the opinion of the Engineer– in-charge is unsuitable or undesirable at the site of the work.
34. **RIGHT TO INCREASE OR DECREASE WORK** - **The competent authority reserves the right to increase or decrease the works depending on the situation emanating at a particular time.** The competent authority also reserves the right to increase or decrease any portion of the work during the currency of the contract and the contractor shall be bound to comply with the order of the competent authority without any claim for compensation.
35. **FAIR WAGES** - The contractor shall pay not less than fair wages to labourers engaged by him on the works.
36. The cement, waterproofing material shall not be received in open packs but in sealed packs only. These packs shall be shown to the Engineer in charge before opening them.
37. The tools and machinery shall be possessed or arranged by the contractor in good working condition. No extra payment shall be made for use of the tools and machinery. No machinery will be supplied by CBSE.
38. **Cleaning:** ensure that the floor area in the corridors are kept neat and clean while working and all dismantled material is removed immediately and shifted to outside the CBSE building
39. Protection of work/workers: The safety of the work in all respect is contractor's responsibility till the site is handed over back to CBSE after completion of project.
40. Measurement: The quantities given in the tender are approximate but however the payment shall be made on the basis of actual measurement taken on site and in conformity with BIS codes.
41. The Contractor is required to approach Board for execution of agreement for the said work as per the prescribed performa to be provided by the Board on a non-judicial stamp paper of Rs.100/- within 10 days from the issue of the letter of award.
42. **ACCEPTANCE / REJECTION OF TENDER**
 - i) CBSE does not bind itself to accept the lowest tender.
 - ii) CBSE also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
43. **FIRM RATES**

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the contractor shall not increase any of the rates, quoted in the tender till the completion of work.
44. **Inspection of Site:**

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.
45. **Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities,

which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

46. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

All errors in totalling in the amount column and in carrying forward totals shall be corrected.

47. **Performance Guarantee:**

The contractor will deposit 05% (Five) of the awarded cost towards performance guarantee within 10 days of issue of Work Order, failing which the work will be cancelled. Performance Guarantee would be return after payment of first RA bill.

48. **Security Deposit:**

Total security deposit shall be 5 % of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

- a) **5% Security Deposit will be deducted from each RA Bill and the EMD** deposited will be adjusted in the security deposit 1st RA Bill.
- b) Refund **of Security deposit:** Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge of the CBSE certifying in writing that the work has been completed satisfactorily after defect liability period of 12 months.
- c) No interest shall be payable to the contractor on the Security Deposit furnished/ recovered from the contractor, by the CBSE.

49. **Deviations/Variations Extent and Pricing**

The Engineer- in-charge shall have power (i) to make alteration, in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer- in Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 49.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended if requested by the contractor, as follows:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer- in-Charge.

50. **Deviation, Extra Items and Pricing Rates for Extra/ Additional Items**

- i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the quoted rate.
- ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities, the rate for that item shall be derived from the market rates.
- iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i), and (ii) above, the contractor shall, within 7 days of the date of receipt of the order to carry out the said work, inform the Engineer- in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer- in-Charge shall, within fifteen days thereafter, after giving due consideration to the rate

claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer- in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s) and shall be final.

51. Time and Extension for Delay:

51.1 The time allowed for execution of the work as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from the 7th day after the date on which the Board issues written orders to commence the work or from the date of handing over of the site, whichever is earlier.

51.2 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work.

51.3 If the work be delayed by

- a) Force majeure or
- b) Abnormally bad weather or
- c) Serious loss or damage by fire, or
- d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- e) Delay on the part of other contractors or tradesmen engaged by Board in executing work not forming part of the contract, or
- f) Other cause, which, in the absolute discretion of the authority mentioned in Appendix, is beyond the Contractor's control;

51.4 Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

52 The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity/water required for execution of the work for which nothing extra shall be paid.

53. FORCE MAJEURE

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

54. MATERIALS

All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer- in-Charge, furnish proof to the satisfaction of Engineer- in-Charge in this regard.

55. Labour:

- a) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.
- b) All the workers or employees deployed by the contractors shall be considered the employees of contractor and Board shall not have any liability what so ever in nature in regard to such workers/employees.
- c) The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market

rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

- d) The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.
- e) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.
- f) The Contractor shall indemnify and keep indemnified the Board against:
 - i) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
 - ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
 - iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

56. Inspection and Approval:

All work embracing more than process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer- in-Charge or his authorized representative when each stage is ready. The Engineer- in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the contractor shall give such facilities as may be required for such inspection and examination.

57. Liquidated Damages for Delay

Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site he shall be liable to pay liquidated damages @ 01 % (one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 5% (Five percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Board.

58. Instruction and Notices:

58.1 Subject as otherwise provided in this contract, all notices to be given on behalf of the CBSE and all other actions to be taken on its behalf may be given or taken by the Engineer- in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer- in-Charge.

58.2 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

59. Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

If at any time after acceptance of the tender the Board shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

60. Cancellation of Contract in Full or in Part by the Board:

The Board shall have a right to cancel the contract in full or in part if the Contractor:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer- in-Charge; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- d. Violates any of the terms and conditions stipulated in this Tender.
- e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

61. Liability for Damage, Defects or Imperfections and Rectification thereof:

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, cabins or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer- in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer- in-Charge shall give three days notice in writing to the Contractor.

62. Urgent Works:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer- in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses, the expenses incurred on it by the Board shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

63. VALUATIONS AND PAYMENT:

1. The Engineer- in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
2. All items having a financial value shall be entered in computerised Measurement Book, etc. prescribed by the Board so that a complete record is obtained of all work performed under the contract.
3. Payment will be released through cheque /RTGS after satisfactory completion of work.
4. Payment will be made on actual measurement basis as carried out at the site. The quantities given in the schedule of quantities are only approximate and contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Engineer-in-Charge, for which no extra claim over and above the tender rate will be considered. For releasing the payment up to accepted tender amount the Chairman, CBSE is the approving authority.
5. The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements. In regard to measurement, variation; the decision taken by the Engineer-in-charge shall be final.

No escalation will be paid even in extended period, if any.

6. All measurements shall be taken jointly by the Engineer- in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in-charge and the parties. If the Contractor objects to any of the measurements recorded on behalf of the CBSE a note to that effect shall be made in the Measurement Book against the item object to and such note shall be signed and dated by all the parties engaged in taking the measurement. The decision of the Competent Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all contract items, substituted items, extra items and deviations.

7. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

64. Methods of Measurement

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

65. Income Tax/WCT/VAT

1. Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act.
2. The Contractor shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / VAT/TIN. Necessary deductions will be made from the contractor's bill as applicable.

66. Carrying out part work at risk & cost of contractor

The Engineer- in-charge without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Board, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work/ part incomplete work of any item(s) at the risk and cost of the contractor.

Any excess expenditure incurred or to be incurred by the Board in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Board as aforesaid without prejudice to any other right or remedy available to Board in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the contract.

In the event of above course being adopted by the Engineer- in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

67. ARBITRATION AND LAWS

Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used onto work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders and these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to Chairman CBSE. There will be no objection if the arbitrator so appointed is an employee of the CBSE. and that he Subject as aforesaid the provision of the Indian Arbitration and Reconciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute of difference referred to him.

The venue of arbitration shall be at Delhi or such place as may be fixed by the Arbitrator in sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne equally by the parties to the dispute, as may be decided by the arbitrator(s).

SIGNATURE OF THE CONTRACTOR

LIST OF APPROVED MAKES/ BRANDS

Sr. No.	Name of Material	Approved makes
1.	Grey Cement (OPC)	ACC Cement, Larsen & Toubro, Ambuja ,Shree, or equivalent
2.	GI Pipe	Jindal Hissar, TATA ,Prakash or equivalent
3.	GI Pipe Fittings (Tee, Elbo, Socket, Plugs etc.)	Unik ,RR or equivalent ISI make
4.	Gun Metal Valve	Zoloto, Leader or equivalent
5.	CI Pipes & Fittings	RIF, SRIF, BC or equivalent
6.	TMT Steel	Rathi or equivalent
7.	Ceramic digital tiles & Border Tiles	Kajaria, Somany, Orient or equivalent
8.	Vitrified Tiles	Kajaria, Somany, Johnson or equivalent
9.	White cement	Birla, ACC or equivalent
10.	Water proofing compound	Fosroc, Sika, Cico or equivalent
11.	Plastic WC cover(heavy duty)	Commander, Diplomat, Prince or equivalent
12.	CP brass fittings & toilet accessories	Jaquar, Somany parko Hindustan or equivalent
13.	Vitreous china Sanitary ware	, Hindustan Sanitary ware, Somany,Cera or equivalent
14.	Marble stone	As per BOQ
15.	UPVC/CPVC pipes and fittings	Supreme, Kissan, Finolex, Prince
16.	Night Latch lock	Godrej
17.	Cement Paint	Asian, Snowcem plus,
18.	OBD, Synthetic paint and primers etc.	Asian, ICI, Burger, Nerolac
19.	Aluminium Fittings	Pilot, Classic or equivalent
20.	Looking glass	Sant Gobain, Modiguard, or equivalent
21.	Aluminium Section	Jindal, Indalco, Hindalco
22.	Door closer	Everest, Everite or equivalent

23.	Stainless steel sink	Neelkanth, Nirali, Jayna, Crysil etc
24.	Floor drain fixtures	Chilly or equivalent
25.	Anticorrosive Bitumastic Paint	Shalimar
26.	Concrete adhesives	Sika, Fosroc, Cico, Roff or equivalent
27.	Polymer sealant for expansion joints	Sika, Cico, Pidilite, GE Silicon
28.	Exhaust Fans	GE/Khaitan/Crompton
29.	Light Fittings	Phillips, Crompton, Bajaj
30.	MS/ PVC Conduit	AKG/BEC/NIC/Setia/Polycab
31.	Copper & Aluminium conductors	National, Kalinga, Plaza, Gloster or equivalent
32.	Switch Socket	Anchor, Havells

BILL OF QUANTITY

Renovation of Public Toilets, Sanitary Shafts and Open Redstone area at Regional office, Delhi

S.NO	DESCRIPTION OF ITEM	QTY.	UNIT	RATES	AMOUNT
1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	45	Cum		
2	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	2	Cum		
3	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	2	Cum		
4	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area 3 sq. metres and below	40	Each		
5	Dismantling tile work in floors and walls laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	1140	Sqm		
6	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	245	Sqm		
7	Dismantling Foam Concrete blocks from sunken portion including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	240	Sqm		
8	Dismantling of Vitreous China, GI and S&S pipe line, taps including stacking of useful materials near the site and disposal of unserviceable materials within 50 metres lead. a) Gents Toilets(02 Washbasins,02 urinals, 01 European WC,01 Indian WC) b) Ladies Toilets(02 Washbasins, 01 European WC) c) Handicap Toilets (01 Washbasin,01 European WC) d) GI pipeline - 18 metre e) S&S line -12.45 metre f) P-Trap, floor trap, double plain-T g) Urinal sensors-02 nos h) Mirror with frame-02 nos	09 SETS	L/S		
09	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	300	Cum		
10	Providing and Laying foam concrete of 500 KG Density in sunken portions of toilets up to 5 th floor and open floor area on Ground Floor complete with cement mortar 1:4(1 cement:4 coarse sand)	240	Cum		
11	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work up to plinth level : 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	45	Cum		
12	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:2:4 (1 cement : 2 coarse sand :	3	Cum		

	4 graded stone aggregate 20 mm nominal size).				
13	Centering and shuttering including strutting, propping etc. and removal of form for : Shelves (Cast in situ)	20	Sqm		
14	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. Thermo-Mechanically Treated bars	500	Kg		
15	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	2.00	Cum		
16	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement :4 coarse sand)	5.00	Sqm		
17	Providing and laying pre-polished 18 mm thick stone slab of size 75x50 cm deep and fixed in urinal partitions by cutting a chase of approved shade, colour, texture width with chase cutter and embedding the stone in the chase with epoxy grout all with cement concrete 1:2:4 (1 Cement: 2 coarse sand: 4 graded stone aggregate 6 mm nominal size all complete as specified and as directed by the Engineer-in-Charge. Botticino /Perlato/Rosso VERONA/Dark Emperadore etc (Basic price of stone is Rs.350/- persqfeet)	5	Sqm		
18	Providing and laying pre-polished 18 mm thick slab machine cut, mirror polished, Italian Marble stone for wash basin counter, facias and similar locations of required size of approved shade, colour, texture and laid over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with white cement slurry @ 4.4 kg/sqm including pointing with white cement slurry admixed with pigment to match the marble shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge. (Area of slab over 0.50 Sqm) .Botticino /Perlato/Rosso VERONA/Dark Emperadore etc (Basic price of stone is Rs.350/- persqfeet)	26	Sqm		
19	Providing edge moulding to 18 mm thick Italian marble stone counters, Vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge.	36	Metre		
20	Extra for fixing Italian marble stone, over and above corresponding basic item, in facia and drops of width upto 150 mm with epoxy resin based adhesive, including cleaning etc. complete. Botticino /Perlato/Rosso VERONA/Dark Emperadore etc (Basic price of stone is Rs.350/- persqfeet)	36	Metre		
21	Extra for providing opening of required size & shape for wash basin/kitchen sink in kitchen platform, vanity counter and similar location in marble stone work, including necessary holes for pillar taps etc. including moulding, rubbing and polishing of cut edges etc. complete.	45	Each		
22 11.51	Providing and laying machine cut, 18 MM mirror polished, Italian Marble stone flooring laid in required pattern in linear portion of the building all complete as per architectural drawings, with 18 mm thick stone slab laid over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with white cement slurry @ 4.4 kg/sqm including pointing with white cement slurry admixed with pigment to match the marble shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge. ,Perlato, Rosso verona, Fire Red or Dark Emperadore etc. (Basic price of stone is Rs.350/- persqfeet)	200	Sqm		

23	Providing cast-in-situ POP (Plaster of paris of supper fine quality) cornice of 100 mm X 100 mm size to POP ceiling in perfect alignment and profile as per pattern shown in the drawing including finishing with coats of oil bound distemper two or more coats in approved shade and colour. POP cornice	250	Meter		
24	Providing and fixing 18 mm thick machine cut, mirror / eggshell polished , Italian Marble stone work for wall lining (veneer work) including dado, skirting, risers of steps etc., in required design and pattern wherever required, stones of different finished surface texture, on 12 mm (average) thick cement mortar 1:3 (1 cement : 3 coarse sand) laid and jointed with white cement slurry @ 3.3 kg/sqm including pointing with white cement slurry admixed with pigment of matching shade, including rubbing, curing, polishing etc. all complete as per Architectural drawings, and as directed by the Engineer-in-Charge. Perlato, Rosso verona, Fire Red or Dark Emperadore etc. (Basic price of stone is Rs.350/- persqfeet)	100	Sqm		
25	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) : 25 mm thick	245	Sqm		
26	Providing and fixing 1st quality ceramic digital wall tiles 300x600 mm conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. (Basic cost of tile is Rs.55 per sq feet)	1140	Sqm		
27	Providing and laying vitrified tiles 500x500 mm in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), including grouting the joint with white cement & matching pigments etc. complete. (Basic cost of tile is Rs.55/- per sq feet)	228	Sqm		
28	12 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand)	100	Sqm		
29	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead : With cement mortar 1:4 (1cement: 4 coarse sand)	50	Sqm		
30	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works at all heights in sanitary shafts.	4050	Kg		
31	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : Water thinnable cement primer	300	Sqm		
32	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade : New work (two or more coats) over and including water thinnable priming coat with cement primer	200	Sqm		
33	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Two or	150	Sqm		

	more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture				
34	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures ,CI trap complete, including cutting and making good the walls and floors wherever required : White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests Cat 20070 Hindware or equivalent,Cat 21001 Hindware or equivalent	10	Each		
35	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings, CI trap & C.I.brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid Cat ----Hindware or equivalent	25	Each		
36	Providing and fixing soil, waste and vent pipes : 100 mm dia Centrifugally cast(spun) iron socketed pipe as per IS: 1729 in the toilet floors	135	Metre		
37	Providing and fixing soil, waste and vent pipes : 100 mm dia Centrifugally cast(spun) iron socketed pipe as per IS: 1729 in the vertical in shafts including dismantling the existing pipe lines with clamps (Exterior)	150	Metre		
38	Providing and fixing Centrifugally cast(spun) iron socketed soil, pipes : 75 mm dia as per IS: 1729 in the toilet floor	60	Metre		
39	Providing and fixing M.S. holder-bat clamps of approved design to Sand Cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 10x10x10 cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), including cost of cutting holes and making good the walls etc. : For 100 mm dia pipe	200	Each		
40	Providing lead caulked joints to sand cast iron/centrifugally cast (spun) iron pipes and fittings of diameter : 100 mm	150	Each		
41	Providing and fixing bend of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete. 100 mm dia Sand cast iron S&S as per IS – 1729	20	Each		
42	Providing and fixing plain bend of required degree. 100 mm dia Sand cast iron S&S as per IS - 1729	20	Each		
43	Providing & fixing white vitreous china water less urinal of size 600 x 330 x 315 mm having antibacterial /germs free ceramic surface, fixed with cartridge having debris catcher and hygiene seal. Cat no 60017 Hindware and equivalent	20	Each		
44	Providing and placing on terrace(at all floor levels) polyethylene water storage tank ISI:12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank	4,000	Per litre		
45	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps, i/c making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall : 15 mm dia nominal bore 20 mm dia nominal bore	180 20	Metre Metre		

46	Providing and fixing G.I. pipes complete with G.I. fittings and clamps i.e. cutting and making good the walls etc exposed on wall including dismantling existing pipe lines and painting the pipes and fittings with two coats of anti-corrosive bitumastic paint of approved quality including dismantling of existing pipeline. External work 50 mm dia nominal bore	150	Metre		
47	Grading for waterproofing treatment with i)Cement concrete 1:2:4(1cement:2 coarse sand:4 graded stone aggregate up to 20 mm nominal size) ii)Cement mortar 1:3(1 cement:4 coarse sand)	2	Cum		
48	15 mm cement plaster of mix(1:4 coarse sand) at all levels	500	Sqm		
49	Finishing walls with water proofing cement paint of required shade on new work two or more coats applied @3.84 kg/10 sqm	300	Sqm		
50	20 mm cement plaster of mix 1:4 (1 cement:4 coarse sand) in floor	200	Sqm		
51	Stone work , plain copings,cornices,string courses and plith courses up to 75 mm thick in cement mortar 1:6(1 cement:6 coarse sand) including pointing with white cement mortar 1:2(1 white cement: 2 stone dust) with an admixture of pigment matching the stone shade Red sand stone	2	cum		
52	Stone work(machine cut edges) for wall lining etc(veneer work) up to 10 metre height backing filled with a grout of average 12 mm thick cement mortar 1:3(1 cement: 3 coarse sand) including pointing in white cement mortar 1:2(1 white cement:2 stone dust) with an admixture of pigment matching the stone shade⊗To be secured to the backing and the sides by means of cramps and pins which shall be paid for separately) i) 40 mm thick red stone exposed face machine cut and table rubbed with rough backing ii) 40 mm thick white sand stone exposed face machine cut and table rubbed with rough backing	20 30	Sqm Sqm		
53	Providing and laying water proofing treatment to vertical and horizontal surfaces of depressed portions of W.C., kitchen and the like consisting of : (i) Ist course of applying cement slurry @ 4.4 kg/sqm mixed with water proofing compound conforming to IS 2645 in recommended proportions including rounding off junction of vertical and horizontal surface. (ii) IInd course of 20 mm cement plaster 1:3 (1 cement : 3 coarse sand) mixed with water proofing compound in recommended proportion including rounding off junction of vertical and horizontal surface. (iii) IIIrd course of applying blown or residual bitumen applied hot at 1.7 kg. per sqm of area. (iv) IVth course of 400 micron thick PVC sheet. (Overlaps at joints of PVC sheet should be 100 mm wide and pasted to each other with bitumen @ 1.7 kg/sqm).	450	Sqm		
54	Providing and fixing 2 way C.P. brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore (Cat No CON-CHR-041KN Jaquar or equivalent) and flushing jet system for WC complete	20	Each		
55	Providing and fixing under counter oval shape basin of size 56x41 cm (Cat no 10017 Hind ware or equivalent) with waste coupling 32 mm full thread,(Cat no ALD-CHR-705AL Jaquar or Equivalent) bottle trap with fully casted body 40 mm with 190 mm & 120 mm	40	Each		

	long connected pipes and flanges,(Cat no ALE-ESS-777NL-190X1 Jaquar or equivalent) with Pillar cock with Auto closing sytem(Cat No PRS-CHR-031 Jaquar or equivalent) complete with angular stop cock with wall flange(Cat no CON-CHR-059KN Jaquar or equivalent) and 450 mm long briaded houses (Cat no ALD-CHR-803B Jaquar or equivalent)				
56	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms. 15 mm nominal bore ,Jaquar cat no 107KN	20	Each		
57	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS : 8931. 15 mm nominal bore	10	Each		
58	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931 a) 15 mm nominal bore,Jaquar cat no 053KN	50	Each		
59	Providing and fixing 100 mm dia CP brass grating with rim for gully trap etc complete with CI trap & CP Brass Grating	70	Each		
60	Providing and fixing chrome finish flap recessed type toilet paper holder of Jaquar make Hotelier cat no. 1553 necessary CP brass screws etc complete Toilet Paper Holder.	40	Each		
61	Providing and fixing S. steel recessed type soap dish of Jaquar make Hotelier Aecessories cat no. 1531 necessary CP brass screw etc complete. Soap Dish.	25	Each		
62	Providing and fixing chrome finish towel rack 24" size of Jaquar make cat no. ach 1181 FN necessary CP brass screw etc complete. Towel Rack	10	Each		
63	Providing and fixing chrome finish towel ring square shape of Jaquar make Continental Accessories cat no. 1121 necessary CP brass screw etc complete. Towel Ring	25	Each		
64	Providing and fixing chrome finish soap dish holder of Jaquar make Continental Accessories cat no. 1131 N necessary CP brass screw etc complete. Soap Dish Holder	25	Each		
65	Providing and fixing soap dispansor with glass bottle of Jaquar make cat no. AKP 35735P	25	Each		
66	Providing and fixing towel rail 300 mm long Jaquar make cat no. ACN1101N	25	Each		
67	Providing and fixing Stainless Steel A ISI 304(18/8) kitchen sink as per IS:13983 with CI brackets and stainless steel plug 40 mm including painting of fittings and brackets, cutting and making good the wals wherever required, kitchen sink without drain board of size 610 by 460 mm bowl depth 200 mm.	05	Each		
68	Providing and fixing mirror of superior glass(of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hardboard backing, rectangular shape 1500 by 459 mm	20	Each		
69	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, panellingand dash fasteners to be paid for separately) : For shutters of doors, windows & ventilators including providing	800	kg		

	and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of polyester powder coating 50 micron)				
70	Providing and fixing 12 mm thick pre laminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade I Type II, in panelling fixed in aluminium doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge. Pre-laminated particle board with decorative lamination on both sides	100	Sqm		
71	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 250x10 mm	30	Each		
72	Providing and fixing aluminium handles ISI marked, anodised(anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc complete 125 mm	80	Each		
73	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. Complete	30	Each		
74	Cutting holes up to 30 by 30 cm in walls including making good the same with common burnt clay F.P.S.(Non modular) bricks	10	Each		
75	Cutting holes up to 15cm by 15 cm in RCC floors and roofs for passing drain pipe lines etc and repairing the hole after insertion of drain pipe etc. with cement concrete 1:2⊗1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size) including finishing complete so as to make it leak proof	10	Each		
76	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls ,floors with cement concrete 1:2:4(1 cement:2 coarse sand: 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3(1 cement:3 coarse sand), finished with a floating coat of neat cement and making necessary channels for the drain etc complete for pipes 100 to 250 mm diameter	10	Each		
77	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq. mm FR PVC insulated copper conductor single core cable in surface / recessed steel conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq. mm. FR PVC insulated copper conductor single core cable etc as required. a. Group C	152	Point		
78	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface/ recessed PVC conduit as required. a. 2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire b. 2 X 4 sq. mm + 1 X 4 sq. mm earth wire	450 500	Meter Meter		
79	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. a. 15/16 amp switch (Make Legrand/ Anchor) b. 6 pin 15/16 amp socket outlet (Make Legrand/ Anchor)	30 30	Each Each		

80	Supplying and fixing following size/ modules, GI box along with modular base & cover plate for modular switches in recess etc as required. a. 3 Module (100mmX75mm) (Make Legrand/ Anchor) b. 8 Module (125mmX125mm) (Make Legrand/ Anchor)	30 4	Each Each		
81	Surface mounting type decorative mirror optic fitting suitable for 2x14 W, TL-5 lamp (As per 'Philips' or equivalent approved 'Crompton' make).	64	Each		
82	S/L of 3X6 sq mm PVC insulated PVC sheathed AL. conductor cable of 1.1 KV grade confirming to IS 1554 (Part-I) with upto dated amendment & laying on surface the same complete as required (Make :- Havells/ Policab/ Kalinga/ Skyton/ RR Kable)	65	Meter		
83	SITC of flood light luminaries with pressure die cast Al. Housing (IP-65) with angle iron frame for installation complete as required (Philips make SWF 231 1XSont-150W or equivalent approved 'Crompton' make)	2	Each		
84	Supply & installation of 230 Volts 300 mm sizes ventilating fan in the existing opening including making the hole to suit the size of above fan, making good the damages, connections, testing, commissioning etc. as required as per 'Havells' equivalent approved 'Crompton' make.	30	Each		
85	Mirror light suitable for 1X14 Watt, TL-5 lamp (As per 'Philips' Cat No. TCH 204, 1XTL-5 14 Watt/ 830 & 865 or equivalent approved 'Crompton' make).	24	Each		
86	Supplying and installation of touch less Hand Dryer an infrared sensor automatically i/c connections, testing, commissioning etc. as required as per Jaquar make M04A or equivalent.	24	Each		
87	Providing and fixing grab bar (Stainless steel) i) 600 mm long Jaquar make cat no. EHS-1507 ii) 300 mm long Jaquar make cat no. AHS-1501	05	Each		

Total

Total Amount is Rs. _____

Rates in figure: _____

In words: _____

Accepted by me

Signature

Prop/Manager

Seal of the agency

Tel. No.:

Mob No.:

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2015, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BOARD proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/Public Company/ Government undertaking/partnership/ Registered export agency, constituted in accordance with the relevant law in the matter and the BOARD is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BOARD to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BOARD will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BOARD

- 1.1 The BOARD undertakes that no official of the BOARD, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BOARD will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BOARD will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BOARD with full and verifiable facts and the same is prima facie found to be correct by the BOARD, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BOARD and such a person shall be debarred from further dealings related to the contract process. In such a case while and enquiry is being conducted by the BOARD the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post--contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BOARD, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BOARD or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for

showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3** BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BOARD that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BOARD or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BOARD or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BOARD as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carries. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BOARD, or alternatively, if any relative of an officer of the BOARD has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BOARD.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount Rs.2,00,000/- as Earnest Money/ with the Board through Bank Draft or a Pay Order in favour of Secretary CBSE. Payable at Delhi.
- 5.2** No interest shall be payable by the Board to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BOARD to take all or any one of the following actions, wherever required:-
 - i) To immediately call off the pre contact negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Board and the BOARD shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation the BIDDER.
 - iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BOARD, along with interest.

- v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BOARD resulting from such cancellation/rescission and the BOARD shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vi) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BOARD.
 - vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - viii) Forfeiture of Performance Bond in case of a decision by the BOARD to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2** The BOARD will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3** The decision of the BOARD to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- 7.1** The BOARD has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BOARD.
- 7.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOARD including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7** The BOARD will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8** The Monitor will submit & written report to the designated Authority of BOARD/Secretary in the Department/within 8 & 10 weeks from the date of reference or intimation to him by the BOARD/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BOARD or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BOARD.

10. Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

- 11.1** The validity of this integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BOARD and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

- 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case,
12. The parties will strive to come to an agreement to their original intentions.
The parties hereby sign this Integrity Pact at _____ on _____

BOARD
Name of the Officer
Designation
Deptt./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provision of these clauses would need to be amended/ deleted in line with the policy of the BOARD in regard to involvement of Indian agents of foreign suppliers.