

Gram : CENBOSEC, Delhi – 92
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website: www.cbse.nic.in

CENTRAL BOARD OF SECONDARY EDUCATION

(An Autonomous Organisation under the Union Ministry of Human Resource Development Govt. of India)
"SHIKSHA KENDRA", 2, COMMUNITY CENTRE, PREET VIHAR, DELHI – 110092

Sub: - Renovation of Toilet block at Shiksha Kendra, CBSE, H.Q building, Preet Vihar, Delhi-110092.

CBSE invites sealed open tenders for Renovation of Toilet block at Shiksha Kendra, CBSE, H.Q building, Preet Vihar, Delhi-110092, estimated cost Rs. 55.60 lacs. 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 Toilet block at Shiksha Kendra, CBSE, H.Q building, Preet Vihar, Delhi-110092).

tenderer should enclose the cost of tender document by demand draft in favour of Secretary, CBSE, New Delhi for an amount of **Rs. 1000/-** (Non Refundable). This should be submitted in a separate sealed envelope superscripted **Envelope No.1: Cost of Tender Document & EMD for the Renovation of Toilet block at Shiksha Kendra, CBSE, H.Q building, Preet Vihar, Delhi-110092.**

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 superscripted as **Envelope-3: Price Bid for the work of Renovation of Toilets block at Shiksha Kendra, CBSE, H.Q building, Preet Vihar, Delhi-110092.**

All the three sealed envelopes should be put into a separate envelope duly sealed & superscripted as **Tender documents for the work Renovation of Toilets block at Shiksha Kendra, CBSE, H.Q building, Preet Vihar, Delhi-110092. Due on 21.12.2015 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. 1,50,000/- payable in favor of the Secretary, CBSE, Delhi must be submitted latest by 21.12.2015 up to 2:00 p.m. and dropped in the tender-box placed in near Reception Counter, Ground Floor CBSE H.Q building, 2, Community Centre, Preet Vihar, Delhi-92. The tenders will be open on the same day i.e. 21.12.2015 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.

Joint Secretary(A&L)

CENTRAL BOARD OF SECONDARY EDUCATION,

2,Community Centre, Preet Vihar,Delhi-110092

TECHNICAL PARAMETER

Last Date for submission: 21.12.2015

Up to 2.00. P.M.

Name of work: Renovation of Toilets block at Shiksha Kendra building, 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 ,H.Q building, Preet Vihar, 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.
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 specialized 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 Toilets blocks at CBSE, H.Q building, Preet Vihar, 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 Toilets blocks at CBSE, H.Q building, Preet Vihar, 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 Toilets blocks at CBSE, H.Q building, Preet Vihar, Delhi.**
25. All the three sealed envelopes should be put into a separate sealed envelope & superscribe as **Tender documents for the work Renovation of Toilets blocks at CBSE, H.Q building, Preet Vihar, Delhi. Due on 21.12.2015 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,Nitco, Orient or equivalent
8.	Vitrified Tiles	Kajaria, Somany, Nitco, Johnson or equivalent
9.	White cement	Birla, ACC or equivalent
10.	Water proofing compound	Fosroc, Sika, Cico or equivalent
11.	UPVC/CPVC pipes and fittings	Supreme, Kissan, Finolex, Prince
12.	Night Latch lock	Godrej
13.	Cement Paint	Asian, Snowcem plus,
14.	Aluminium Fittings	Pilot, Classic or equivalent
15.	Looking glass	Sant Gobain, Modiguard, or equivalent
16.	Aluminium Section	Jindal, Indalco, Hindalco
17.	Door closer	Everest, Everite or equivalent

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

SCHEDULE OF WORK

Name of work: Renovation of Toilet block at Shiksha Kendra Building.

Ref:- Ladies and Gents toilets (4th,5th,6th,7th 9th and 10th floor) and repair of toilets (Mezz,1st,2nd,3rd floor) at CBSE, H.Q Building, Preet Vihar

S.NO	DESCRIPTION OF ITEM	QTY.	UNIT	RATE	AMOUNT
1	Dismantling Marble / Tile Flooring laid in cement mortar including stacking within 50 mt. lead	250	Sqm		
2	Dismantling old wall ceramic tiles including disposal of rubbish to the dumping ground within 50 meters lead.	740	Sqm		
3	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and buying-back the same (quoted amount shall be reduced) Of area 3 sq. meters and below	53	Each		
4	Dismantling of flushing cistern of any size including stacking of useful materials near the site and disposal of unserviceable materials within 50 meters lead.	30	Each		
5	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead.	900	Sqm		
6	Dismantling concealed G.I. pipes including excavation, taking out the pipes, manually/ by mechanical means including buying back the same : 15 mm to 40 mm nominal bore	300	meter		
7	Dismantling concealed C.I. pipes including excavation, taking out the pipes, manually/ by mechanical means breaking lead caulked joints and buying back the same. Up to 150 mm diameter	60	Meter		

8	<p>Dismantling of 110mm & 150 mm.dia vertical & horizontal CI pipe in shafts disposal of the same as per directed by the Engineer in-charge.</p> <p>Note:- Vertical pipes upto 40 mt Height. Please quote the rates inclusive of form work for dismantling of vertical pipes at shaft etc complete.</p>	400	Meter		
9	<p>Making chases up to 7.5x7.5 cm in walls including making good and finishing with matching surface after housing G.I. / CPVE pipe etc.</p>	70	Meter		
10	<p>Connection of new pipe line with old pipe line with union 15/20 mm union?</p>	10	Each		
11	<p>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.</p> <p>(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.</p> <p>(i) IIIrd course of applying blown or residual bitumen applied hot at 1.7 kg. per sqm of area.</p> <p>(iv)</p> <p>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</p>	250	Sqm		

	kg/sqm).				
12	<p>Providing and fixing 1st quality ceramic glazed wall tiles 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.</p> <p>Preferable brands: NITCO, KAJARIA, NAVIN, ORIENT, SOMANI</p> <p>Note: Basic rate of file to be fixed will be Rs 700/- per sq.mtr.</p>	740	Sqm		
13	<p>Providing and laying Polished vitrified antiskid/rustic floor tiles of any size (thickness to be specified by the manufacturer) of 1st quality conforming to IS :15622 of approved make in all colours, shades, laid on 20mm thick bed of Cement Mortar 1:4 (1 Cement : 4 Coarse sand) including pointing the joints with white cement and matching pigments etc., complete.</p> <p>Preferable brands: NITCO, KAJARIA, NAVIN, ORIENT, SOMANI</p>	250	Sqm		
14	12 mm cement plaster of mix :	150	Sqm		
	1:4 (1 cement: 4 coarse sand)				
	1:4 (1 cement: 4 coarse sand)	100	Sqm		
15	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and				

	testing of joints complete as per direction of Engineer in Charge.. Internal work 20 mm nominal outer dia pipes. 25 mm nominal outer dia pipes.	290 60	meter meter		
16	Providing & fixing PVC pipe 110 mm for drainage/stacking purposes in the shaft. Approved brands: Prakash, Tirupati, Kisan. Note:- Vertical pipes upto 40 mt Height. Please quote the rates inclusive of form work for installation of pipe at shaft etc complete.	60	Meter		
17	Providing and fixing 40 mm G.I. pipes for water supply line complete with G.I. fittings and clamps etc complete in shaft up to height of 40 meter. Note :- rates must be quoted including form work and clamps etc complete..	100	Meter		
18	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 40 mm	5	Each		
19	P&F of CI Tee cover on existing 110 and 150 mm vertical CI Pipe line of drain.	35	Each		
20	P&F of PVC items 110 mm for connecting the IWC and drainage 1. Floor trap 2. Door-tee 3. Bend	15 60 5	Each Each Each		
21	2 layer of Bitumen Coat in a base of RCC slab after removal of malba & dust etc complete.	360	Meter		
22	P&F of steel clamp of heavy duty in shaft i/c accessories etc complete as per direction of Engineer In charge.				

	i. 50 mm	200	Nos.		
	ii. 100mm	44	Nos.		
23	Providing and fixing C.P. brass long body bib cock of approved quality. 15 mm nominal bore Note:- Approved brand shall be Jaquar, Roca, Kohler, Hindware only.	30	Each		
24	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make. 15 mm nominal bore. Note:- Approved brand shall be Jaquar, Roca, Kohler, only .	15	Each		
25	Providing and fixing C.P. brass angle valve of approved quality. 15mm nominal bore Single way Twin way Aisle valve Note:- Approved brand shall be Jaquar, Roca, Kohler, only	70 20	Each Each		
26	Providing and fixing C.P. brass Pillar cock of approved quality. 15 mm nominal bore Note:- Approved brand shall be Jaquar, Roca, Kohler, only	20	Each		
27	Providing and fixing of CP cockroach jali with double layer. Note:- Approved brand shall be chilli & Bath only	50	Each		
28	Providing and fixing C.P Brass Bottle Trap Heavy duty for wash basin. Note:- Approved brand shall be Jaquar, Bath, Hindware only	20	Each		
29	P&F of CP waste 1 1/4" or 1 1/2" Note: Approval make Bath, Chilli, Jaquar, 30mm or 40mm only	20	Each		

30	Providing and fixing white vitreous china water closet (European type W.C. pan) with seat and lid, 10 litre low level vitreous china double syphon flushing cistern with manually controlled device (pushbutton lever), with all fittings and fixtures complete including cutting and making good the walls and floors wherever required : W.C. pan with cistern of Preferable brands: PERRY, CERA, Hindware <u>Note:-</u> Basic rate of EWC with cistern to be fixed will be upto Rs.15,000/-	15	Each		
30(a)	White vitreous china Orissa pattern W.C. pan of Size 580x440 mm with integral type foot tests. Preferable brands:- Perry, Cera, Hindware only	7	Nos.		
31	Providing and fixing vitreous china cascade type wash basin ,32 mm C.P. brass waste of approved make, including painting of fittings and brackets, cutting and making good the walls wherever require : white Vitreous China Wash basin size 630x450 mm Note:- Basic rate of washbasin with pedestal to be fixed will be upto Rs.3500/- and C.P waste will be chilli or bath make	20	Each		
32	P & F LED light fitting of 5/6 watts Down lighter, lights of lift lobby area. Note:- Approved brand shall be Philips, Bajaj, Crompton Greaves only.	60	Each		
33	P & F LED light fitting of 15 watts Down lighter, lights of lift lobby area. Note:- Approved brand shall be Philips, Bajaj, Crompton Greaves only.	40	Each		
34	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with frame of approved make with impervious material backing :				
	Mirror of size 450x600mm as per approved sample.	20	Each		
	Full height Mirror of size 450x1800 mm	22	Each		

	as per approved sample.				
35	Providing and fixing stainless steel liquid soap container of containing liquid soap capacity of 1.10 ltr . Note:- Approved brand shall be Euronics, Jacquar, Hi life only	33	Each		
36	Providing and fixing CP Brass towel ring. Note:- Approved brand shall be Hi life, Jaquar, Euronics and Bath only.	33	Each		
37	Providing and fixing of Z spray with 1.5 mtr long pipe. Note:- Approved brand shall be hindware, jaquar only	20	Each		
38	Providing & fixing white vitreous china without cartage water less urinal of rectangular size 600 x330 x 315 mm having antibacterial /germs free ceramic surface. Note:- Approved brand shall be hindware, Vitra, Kholer only	20	Each		
39	Providing and fixing 18mm thick gang saw cut mirror polished (premoulded and prepolished on both side) machine cut for urinal separator in toilets i/c cutting the chase and fixing / grouting the granite in vertical position. locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edge to give high gloss finish etc. complete at all levels. Granite of any colour and shade Area of slab over 0.50 sqm	20	Sqm		

40	Extra for providing edge molding to 18mmthick granite stone separator i/c machine polish to edge to give high gloss finish etc complete as per direction of Engineer in charge.	38	Meter		
41	P & F of stainless steel 40mm dia pipe railing for half urinal made for Handicap. Note:- Rates inclusive of railing, S.S Screw etc complete.	10	Nos.		
42	<p>Providing and fixing dual flow plus hand drier no touch operating,, Fully Hygienic level, rated for continuous repeat use, time required to dry hand pair upto wrist, Half a minute for 230 volts, 1 Phase 50/60 HZ 5 amp AC supply. In rugged multiple staved grounded steel enclosure with one bracket for firm wall fixture, one meter sheathed 3 core flexible cable, 1- three pin 15 amp plug top. having following specifications</p> <p>Material: ABS Colour: White. High speed class F universal motor , NO heating element PA^ VO ABS Cover 2 IR sensor in both sides for automatic hand detection. Filter with antimicrobial treatment which avoids the spread of bacteria, surface. Internal tank to collect the water. The water tank is emptied by an outside valve. Frontal leds showing the status of the hand dryer. Proven antimicrobial and antibacterial protection using silver ion technology from Biocote, resistance the growth of microbes e.g. bacteria and moulds, complementing the cleaning routines. Note:- Approved brand shall be Jaquare, Euronics only</p>	2	Each		
43	Providing and fixing stainless steel, stain finish hand drier of size 270 x 290x 100 mm, drier no touch operating,, Fully Hygienic level, rated for continuous repeat use of air velocity 90/180 KM/h and motor power 250 w , time required	20	Each		

<p>to dry hand pair upto wrist, Half a minute for 230 volts, 1 Phase 50/60 HZ 5 amp AC supply. In rugged multiple staved grounded steel enclosure with one bracket for firm wall fixture, one meter sheathed 3 core flexible cable, 1-three pin 5 amp plug top. having following specifications:-</p> <p>Weld free cover fixed to the base with two safety screws and lock with special speed flow.</p> <p>Aluminium base includes silent blocks to damp mechanical vibrations</p> <p>Fire resistance plastic UL 94-VO fan scroll.</p> <p>High speed motor with safety thermal cut off. The motor revolutions can be adjusted manually by the potentiometer.</p> <p>Aluminium centrifugal double asymmetrical fan wheel.</p> <p>Disconnects automatically after 60 sec of continues use.</p> <p>Electronic infrared detection sensor. Adjustable detection by potentiometer (5-25 cm)</p> <p>Ultra flat 10 cm deep (complies with ADA regulations.)</p> <p>Note:- Approved brand shall be Jaquare, Euronics only</p>				
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44	<p>P & F in position suspended false ceiling system using 595mmx595mm Calcium Silicate Ceiling Tiles having 8-10 mm Densified Edges and 100% Humidity Resistance, Incombustible as per BS 476 Part IV with thermal conductivity of 0.043 w/m KC and NRC 0.50, and approved surface design (SPINTONE) and edge profile (Tegular) placed in a suspended grid of size 600mmx500mm made from hot dipped GI Steel sections having an exposed surface capping of pre-finished baked polyester painted coil wherein the main tee of size 24mmx28mmx0.33mmx1200mm shall be inserted in to slots between the main tees at 600mm c/c and thereafter in direction vertical so as to form a grid of size 600mmx600mm resting on the periphery walls on wall angles of size 22mmx22mmx 3000mmx0.40mm thickness including providing necessary opening for light fixtures, diffusers, etc are to be made as per lay out and as per directions of engineer incharge. The main tees are to be suspended from the ceiling/ soffit with the help of metal dash fasteners of 6mmx50mm, soffit cleats of 25mmx35mmx1.6mm and 4 mm dia GI wire with galvanized spring steel levelling clips. The entire grid system shall be designed to bear a distributed load of minimum 15kg/sq.m. Approved brands: Armstrong or equivalent</p>	250	Sqm		
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45	<p>Providing and fixing GI Clip in Metal Ceiling System of 600x600 mm module which includes providing and fixing 'C' wall angle of size 20x30x20 mm made of 0.5 mm thick pre painted steel along the perimeter of the room with help of nylon sleeves and wooden screws at 300 mm center to centre, suspending the main C carrier of size 10x38x10 mm made of G.I steel 0.7 mm thick from the soffit with help of soffit cleat 37x27x25x1.6 mm, rawl plugs of size 38x12 mm and C carrier suspension clip and main carrier bracket at 1000 mm c/c. Inverted triangle shaped Spring Tee having height of 24 mm and width of 34 mm made of GI steel 0.45 mm thick is then fixed to the main C carrier and in direction perpendicular to it at 600 mm centers with help of suspension brackets. Wherever the main C carrier and spring T have to join, C carrier and spring T connectors have to be used. All sections to be galvanized @ 120 gms/sqm (both side inclusive), fixing with clip in tiles into spring 'T' with :</p> <p>GI Metal Ceiling Clip in plain Beveled edge global white color tiles of size 600x600 and 0.5 mm thick with 25 mm height, made of G I sheet having galvanizing of 100 gms/ sqm (both sides inclusive) and 20% perforation area with 1.8 mm dia holes and having NRC of 0.5, electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending and perforation.</p>	171	Sqm		
46	<p>Providing and fixing of stainless steel tissue paper dispenser of approved quality. Note:- Approved brand shall be Euronics, Jaquar only.</p>	22	Each		
47	<p>Providing and fixing 18 mm thick stone slab table rubbed, edges rounded and polished of size 75x50 cm deep and 1.8 cm thick fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth. Granite Stone of</p>	50	Sqm		

	approved shade.				
48	Extra for fixing granite stone over and above corresponding basic item, in fascia and drops of width upto 150 mm with epoxy resin based adhesive including cleaning etc. complete.	150	Meter		
49	Extra for providing opening of required size & shape for wash basins/ kitchen sink in kitchen platform, vanity counters and similar location in marble/Granite/stone work including necessary holes for pillar taps etc. including rubbing and polishing of cut edges etc. complete	22	Each		
50	<p>Providing and fixing aluminum 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 / panelling, C.P. brass / stainless steel screws all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, panelling and dash fasteners to be paid for separately) : Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)</p> <p>Powder Coated</p> <p>(a) for fixed portion</p> <p>(b) for shutter</p>	<p>120</p> <p>460</p>	<p>Kg</p> <p>Kg</p>		

51	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	29	Sqm		
52	Providing and fixing 12mm PVC decorative profile sheet in aluminium door and windows as per directions of Engineer-in-charge.	54	Sqm		
53	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5.50 mm thickness	20	Sqm		
54	Providing and fixing aluminium sliding door 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 nuts and screws etc. complete : 250x16 mm	24	Each		
55	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 : 150x10 mm	25	Each		
56	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 : 100 mm	45	Each		

57	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Twin rubber stopper	25	Each		
58	Supply and installation of pre and post selffin fared sensor having water pressure 2L- 3L/per minute intelligent technology, sensor range 10-20 cm dual operational (electrical + battery) Note: approved brand shall be Euronics, Jaquar, Kholer, Roca	30	Each		
59	Removal and re fixing of 80 mm thick interlocking tiles after preparing of bed and levelling of floors with Cement Concrete 1:5:10 of required thickness not less than 5 cm and not more than 8 c.ms, as per site requirements, re laying the tiles and grouting the gaps with fine aggregate and as per direction of Engineer In Charge. Note:- Cement Concrete will be paid separately	20	Sqm		
60	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work up to plinth level : 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	5	Cum		
61	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work up to plinth level : 1:1½:3 (1 Cement: 1½ coarse sand: 3 graded stone aggregate 20 mm nominal size)	5	Cum		
62	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	200	K.g		

63	Wiring for light/ fan/ exhaust fan/ call bell/ point with 1.5 sq mm PVC insulated copper conductor cable in surface/ recessed PVC conduit as required. Short point Medium point	40 50	Each Each		
64	Supply and installation of Modular switches including box plate type with 7 switch and 1 socket outlet as approved by the Engineer In charge. Approved brands: Narosis, Havells, Anchor Roma.	13	Each		
65	Supply and installation of Modular switches including box plate type with 2switch and 2 socket outlet as approved by the Engineer In charge. Approved brands: Narosis, Havells, Anchor Roma only.	10	Each		
66	Wiring for light/ power plug with 4X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit along with 2 Nos 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	70	Meter		
67	SITC of exhaust fan upto 300mm sweep in the existing opening including providing M.S. support as per site requirement. Approved brands: Crompton, Bajaj, Havells	16	Each		
68	P & F 19/20 mm PVC conduit pipe of ISI mark of approved brand as per direction of Engineer of Charge.	25	Meter		
69	P & F 25 mm PVC conduit pipe of ISI mark of approved brand as per direction of Engineer of Charge	130	Meter		

70	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 (1 cement : 4 fine sand)	70	Sqm		
71	Disposal of malba from worksite to dumping site within 5 k.m lead by mechanical mean.	150	Cum		
72	Rough cast plaster upto 10 m height above ground level with a mixture of sand and gravel or crushed stone from 6 mm to 10 mm nominal size, dashed over and including the fresh plaster in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand) and top layer 10 mm cement plaster 1:3 (1 cement : 3 fine sand) mixed with 10% finely grounded hydrated lime by volume of cement. Ordinary cement finish using ordinary cement	170	Sqm		
73	Cutting / drilling a hole in RCC slab of 150mm thick and after laying of 110 mm dia pipe. Making good the same as per site requirement and as per direction of Engineer in charge.	30	Each		

74	fittings with black anticorrosive bitumastic paint of approved brand and manufacture on old work :				
	100 mm diameter pipes	190	Meter		
	150 mm diameter pipes	120	meter		
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 defense 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.1,50,000/- 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.