



केन्द्रीय माध्यमिक शिक्षा बोर्ड

(शिक्षा मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संगठन)

CENTRAL BOARD OF SECONDARY EDUCATION

(An Autonomous Organisation Under the Ministry of Education, Govt. of India)



TENDER FOR RENOVATION WORK AT CBSE, “SHIKSHA SADAN” BUILDING, 17-ROUSE AVENUE, INSTITUTIONAL AREA, NEW DELHI-110002.

(Tender reference No.:- CBSE/Maint/Acad/57950/2022-23)

Issued By:
Joint Secretary (Admin)
Central Board of Secondary Education
“Shiksha Sadan” Building,
17-Rouse Avenue, Institutional Area,
New Delhi-110002.



‘शिक्षा सदन’ , 17 राऊज़ एवेन्यू , इंस्टीटूशनल एरिया, नई दिल्ली-110002
‘Shiksha Sadan’, 17, Rouse Avenue, Institutional Area, New Delhi – 110002



CENTRAL BOARD OF SECONDARY EDUCATION
“Shiksha Sadan” Building, 17-Rouse Avenue,
Institutional Area, New Delhi-110002

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Section -1

(Notice Inviting Tender)



केन्द्रीय माध्यमिक शिक्षा बोर्ड

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CENTRAL BOARD OF SECONDARY EDUCATION

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TENDER INVITING NOTICE

Tender Ref. No.: -CBSE/Maint/Acad/57950/2022-23

Dated: 13.12.2022

Notice Inviting Tender for Renovation work in CBSE, "Shiksha Sadan" Building, 17-Rouse Avenue, Institutional Area, New Delhi-110002.

Central Board of Secondary Education (CBSE), Delhi invites two bid system online tenders on CPP Portal, e-Procurement site <https://eprocure.gov.in/epublish/app> for Renovation Works in CBSE, "Shiksha Sadan" Building, New Delhi. The tender documents can be downloaded from CPP Portal, e-publishing portal Govt. of India site <https://eprocure.gov.in/epublish/app>.

CRITICAL DATE SHEET

Tender Reference No.	CBSE/Maint/Acad/57950/2022-23
Published Date	13.12.2022 (06:30 P.M)
Bid Document Download / Sale Start Date	13.12.2022 (06:30 P.M)
Bid Submission Start Date	13.12.2022 (06:30 P.M)
Bid Submission End Date	03.01.2023 (05:30 P.M.)
Bid Opening Date	05.01.2023 (03:00 P.M.)
Duration of Contract	150 Days
Estimated Cost	Rs. 68.10 Lakh
Validity of Bids	150days.

- The cost of the Bid Document is **Rs. 1180/-** (Rupees One Thousand One Hundred Eighty Only) (non-refundable) including GST to be deposited online in favor of "Secretary CBSE payable at Delhi" through electronic fund transfer in CBSE A/c No. 24172010004103 IFSC Code: CNRB0012417, Canara Bank, CBSE, 17- Rouse Avenue, New Delhi.
- Bid Security:**
 - Bid Security of Rs.3,00,000/- (Rupees Three Lakh Only) in the shape of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker Cheque or Bank Guarantee from any Commercial Bank in favoring "Secretary " CBSE Payable at Delhi or through electronic fund transfer in CBSE A/c no. as mentioned at sr. no.2 above.

3. Bid Security Declaration Form:

- (ii) Bid Security for Micro & Small Enterprises (MSEs), Micro or Small and Medium Enterprises (MSME) and Startup as recognized by Department of Industrial Policy & Promotion, bidder can also provide / submit Bid Security Declaration Form (**Form-I**)
4. The receipt/UTR no. against payment of online tender fee may be uploaded with online bid.
 5. Tender documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances.
 6. The CBSE Authority reserves the right to accept or reject any tender/proposal and to annual selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof.

For any query, the bidders may contact on the following telephone number.

**Assistant Engineer (Civil),
Maintenance Unit,
Central Board of Secondary Education,
“Shiksha Sadan” Building,
17-Rouse Avenue, Institutional Area,
New Delhi-110002
Contact No. 9773640101
Email:-rojasaramj@yahoo.com**



‘शिक्षा सदन’ , 17 राऊज़ एवेन्यू , इंस्टीटूशनल एरिया, नई दिल्ली-110002
‘Shiksha Sadan’, 17, Rouse Avenue, Institutional Area, New
Delhi – 110002





‘शिक्षा सदन’ , 17 राऊज़ एवेन्यू , इंस्टीटूशनल एरिया, नई दिल्ली-110002
‘Shiksha Sadan’, 17, Rouse Avenue, Institutional Area, New Delhi – 110002



Section -2

(BID SUBMISSION FORM)

BID SUBMISSION FORM

Date:

LETTER OF BID

To

**The Director (Academic),
Central Board of Secondary
Education, "Shiksha Sadan",
17-Rouse Avenue,
Institutional Area,
New Delhi-110002.**

Ref: Invitation for Bid

We, the undersigned, declare that:

- 1 We have examined and understand that no reservations should be corrected by undersigned to the Bidding Documents including Addenda issued in accordance with Instructions to Bidders.
- 2 We offer to execute in conformity with the Bidding Documents for Renovation Work in CBSE, "Shiksha Sadan" Building, 17-Rouse Avenue, Institutional Area, New Delhi-110002.
- 3 Our bid shall be valid for a period of 150 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letter head) (To be printed on Bidder's letterhead)

Section -3

(BIDDER'S PROFILE)

CENTRAL BOARD OF SECONDARY EDUCATION

**SHIKSHA SADAN" BUILDING, 17-ROUSE AVENUE,
INSTITUTIONAL AREA, NEW DELHI-110002**

Name of Work: - Renovation/Refurbishing Work in Central Board of Secondary Education, CBSE, "Shiksha Sadan" Building, 17-Rouse Avenue, Institutional Area, New Delhi-110002.

TECHNICAL BID FORM-(To be filled online only)

CREDENTIALS OF TENDER

1.	Name of the company	
2.	Name of the authorized person submitting the Bid "Shri/Smt.	
3.	Designation of the authorized person submitting the Bid	
4.	Name, Designation, address and Mobile Number of alternate person	
5.	Address of the company	
6.	Tel no. with STD code Office..... Residence.....	
7.	Mobile No. of the person submitting the Bid	
8.	E-mail of the person submitting the Bid	
9.	Organization's email ID	
10.	Website Address (if any)	
11.	Name of Director/owner or partner (s)	
12.	Email ID of Director (s)	
13.	Mobile Number of Director (s)	
14.	GST No..... (Please attach copies of GST Number)	
15.	EPF Registration Number..... (Please attach copies of EPF Registration)	

16	ESIC Registration Number. (Please attach copies of ESIC Registration)	
17	Bidder's Bank Details (Pl. attach the copy of Bank details)	
	Name & Address of Bank	
	Account No.	
	IFSC Code	

Work Experience:-Description of similar work of Civil Work executed during the last five (05) years in the Central or State Government or Public Sector Undertakings (As per Clause 2.3 Section 5) under instructions to the Bidders for Minimum Eligibility Criteria.

As per Clause 2.3: Section 5	Description of Work /order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence at page No.
40% Value						
60% Value						
80% Value						

Note: Work completion Certificate would only be considered for experience, work order shallnot be considered as experience.

UNDERTAKING

1. I/We the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me/undersigned are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I /We here by undertake to provide the Renovation Work as per the directions given in thetender document/contract agreement.

Signature of Owner/Managing Partner/Director

DATE:

NAME:

PLACE:

SEAL:

Section - 4

(INSTRUCTIONS TO THE BIDDERS)

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1. For the Bidding / Tender Document Purposes, "Central Board of Secondary Education", Delhi shall be referred to as "Client" and the Bidder / Successful Bidder shall be referred to as "Contractor" and / or Bidder.
- 1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors deducted in the tender documents shall be entertained.
- 1.3 Interested agencies can download the Tender document from the CPPP eProcurement site (for perusal reference only) and interested agency will fill the complete tender form at CPPP eProcurement site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 **All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied Bid Security Declaration Form or any other requirements, stipulated in the tender documents are liable to be rejected.**
- 1.6 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Central Board of Secondary Education. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.7 For any query, the bidders may contact on the following telephone number:-

**Assistant Engineer,
Maintenance Unit,
Central Board of Secondary Education,
"Shiksha Sadan" Building, 17-Rouse Avenue,
Institutional Area, New Delhi-110002.
Cont. No. :- 9773640101
Email.:- rojasarami@yahoo.com**

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- 2.1 **Estimated Tender Value:** - **68.10 Lakh** (Approx.) (Rupees Sixty Eight Lakh Ten Thousand Only).
- 2.2 **Registration:** - The Bidder should be registered with the Central or State Government or Public Sector Undertaking in the appropriate class.
- 2.3 **Work Experience:-** The bidder should have completed the following work in the last five (05) years ending previous day of last date of submission of tenders:-
- (i) Three similar works each of value not less than **40%** of the estimated value.
 - Or
 - (ii) Two similar works each of value not less than **60%** of the estimated value.
 - Or
 - (iii) One similar work of value not less than **80%** of the estimated value.

The “similar works” shall mean “the contractor should have experience in the field of Civil Works in the Central or State Government or Public Sector Undertakings.

Note: Work Completion Certificate would only be considered for experience.
Work order shall not be considered as experience.

- 2.4 **GST Registration:** The agency should have valid GST registration no. Supporting document needs to be enclosed.
- 2.5 **EPF Registration:** The Agency should have valid EPF registration, Certificate needs to be enclosed.
- 2.6 **Turnover:** Average annual financial turn over during the last three (03) years ending 31st March 2020 of the previous financial year i.e. FY-2019-20, 2020-21 & 2021-22. should be at least 80% of the estimated cost. Balance sheet duly audited by CA along with profit & loss statement needs to be enclosed.
- 2.7 **Solvency:** The agency should have solvency certificate of 40% of the estimated cost, issued by the Scheduled/Nationalized Bank. The validity of solvency certificate shall be treated 12 months after date of issue from the bank.
- 2.8 **Self-Declaration** by the agency that they are not blacklisted/debarred/or have not abandoned any work of any government Authority/Department on Non-Judicial Stamp

paper of Rs. 100.00 duly notarized. **Form-II.**

2.9 **Profitability:** The bidder should be a profit (net) making firm and should not have incurred any loss in the last two (02) financial years or any three out of last five years ending 31st March, 2022 duly certified by Chartered Accountant.

2.10 **The agency should have its Head office/Registered office or Branch office at Delhi/Delhi NCR for more than five (05) years. Agency shall submit proof of the same.**

2.11 Bidder shall not be permitted their offer or modify the terms & conditions till the period of Bid validity as specified.

3 **EARNEST MONEY DEPOSIT:**

3.1 **Bid Security:-**The Bidders may upload the Bid Security Declaration as per **Form-1**.

3.2 The bids without Tender Fee (**Rs.1180/-**) shall be summarily rejected.

3.3 Bidder shall not be permitted to withdraw their offer or modify the terms & conditions thereof.

3.4 **Performance Security**

3.5 **The contractor will deposit 3% (three) of the awarded cost towards performance security within 10 days of issue of Work Order, failing which the work will be cancelled. Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of contractual obligation of the Bidder i.e. completion of contract period.**

- i. No interest shall be payable to the contractor on the Security deposit furnished/recovered from the contractor, by the CBSE.
- ii. There is no exemption for MSE units in submission of Security Deposit (performance Security). In case Security Deposit is required as per tender terms. Same is to be complied.
- iii. The bidders who are exempted from submission of EMD for tenders floated under rule 163 of GFR, 2017 shall be dealt with as per the General Financial rule, 2017 subject to submission of an undertaking from the firm seeking such exemption. Copies of relevant Orders/documents regarding such exemption should be submitted along with the bid.

4 VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 150 days from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5 PREPARATION OF BIDS

- 5.1 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Tender Fee of requisite amount. Documents comprising the Bid:
 - a. Bid Submission Form duly signed and printed on Company's **Letter head**.
 - b. Bidder's profile with undertaking
 - c. All Forms, duly filled and signed and stamped
 - d. Bid Security Declaration as per **Form-1** and Tender Fee of Rs.1180/- (Rupees One Thousand One Hundred Eighty Only) (non-refundable) in f/o **"Secretary CBSE payable at Delhi"** through electronic fund transfer in CBSE A/c No. 24172010004103 IFSC Code: CNRB0012417, Canara Bank, CBSE, Rouse Avenue, New Delhi.
 - e. In support of experience, Work Completion Certificate shall only be considered.
 - f. All attested supporting document in proof of having fully adhered to minimum criteria.
- 5.2 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule/BOQ as provided in the Tender Document.

6 SUBMISSION OF BID

The Proposal should be submitted in two parts (Technical and Financial) as described below:-

"Part 1: Technical Proposal" which will consist of the proof for meeting eligibility Criteria, receipt of online payment of Tender Fee.

“Part 2: Financial Proposal” which will consist of the details of financial matters.

- i. The Proposal submitted in online mode comply with instructions issued by CBSE.
- ii. CBSE reserves the right to reject any proposal which is not substantially responsive.
- iii. Any Proposal received after the time stipulated will not be accepted by CBSE.

Part 1- Technical Proposal

- i) Scanned copy of Tender fee.
- ii) Scanned copy of all the requisite documents as mentioned in the Tender Document and Tender Acceptance Letter. **Part 2- Financial Proposal**
 - a) Schedule of price bid in the form of BOQ_XXXX .xls

Proposal Evaluation

CBSE will evaluate the technical bid as per the eligibility criteria mentioned in the TENDER and Financial bid of those qualified technically will only be opened online.

7 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 7.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 7.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 7.3 Client also reserves right to seek confirmation/clarification from the ISSUER agency, on the supporting documents submitted by the bidders.

8. Opening and Evaluation of Financial Bid.

- 8.1 The Financial Bids of all the technically qualified Bidders shall be opened online. As per e-Tender norms. Automatic generated information shall be transmitted to the Bidders.
- 8.2 **Lowest bidder i.e. L-1 among the technically qualified Bidders would**

be selected.

9. RIGHT OF ACCEPTANCE:

- 9.1 The Chairman Central Board of Secondary Education reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Chairman, Central Board of Secondary Education, Delhi -110092 in this regard shall be final and binding.
- 9.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidders bids liable for rejection.
- 9.3 The competent authority of the office of the Central Board of Secondary Education reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 9.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Competent Authority of the Office of the Central Board of Secondary Education reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 9.5 The office of Central Board of Secondary Education may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

SECTION-5

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the schedules the following words and expressions shall(unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
"Contractor"	The word "Contractor" and the "Successful Bidder" has been used Interchangeably.
Client	The work "Client" shall mean the Office of the CBSE
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder.
"Confidential Information"	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business /assets of Client including the information having the commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work for Renovation work in Client" premises have been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client"s information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, **a sum equivalent to 3% of the accepted contract value in favor of Secretary, CBSE and payable at Delhi.** The Performance Bank Guarantee shall remain valid for a period of 150 days beyond the date of completion of all contractual obligation of contractor including warranty obligation.
- 2.1.1 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and may be disqualified from bidding for any contract for a **period of three (03) years from the date of disqualification.** Client shall make the offer to the other alternative bidder at the discretion of the Client.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of Central Board of Secondary Education in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Central Board of Secondary Education sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the Competent Authority of this office to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Central Board of Secondary Education shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

3. SIGNING OF CONTRACT AGREEMENT

- 3.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement (AOA) before commencement of the services.
- 3.2 Client shall prepare the draft Articles of Agreement (AOA) in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

3.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

3.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

4. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

4.1 Submission of Performance Bank Guarantee in accordance with **Clause 2 (Section-5)**.

4.2 The Contractor shall commence Renovation of toilet work in Client's premises within 7 days from the date of receipt of Notice to Proceed as set out in **Clause 3 (Section-5)**

5. Importance of Registration: As per OM No. F.No.6/18/2019-PPD dated 23rd July 2020 by Ministry of Finance, Department of Expenditure, Department of Public Procurement, any bidder from a country which shares a land border with India will be eligible to bid in tender process only if the bidder is registered with the Competent Authority specified in Annexure-I of the order OM No. F.No.6/18/2019-PPD dated 23rd July 2020.

6. The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications.

SECTION – 6

(Terms & Condition of works)

TERMS & CONDITIONS

1. The work shall be executed as per the approved specifications and CPWD norms.
2. The work is to be completed within **Five (05) 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. The measurements shall be recorded jointly with contractor and CBSE engineer.
6. In case of delay, a penalty @ 1% per week shall be levied subject to a max of 5% of the contract value.
7. Scaffolding wherever required shall be arranged by the Contractor.
8. Potable water shall only be used; in no case ground water shall be used.
9. 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.
10. 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.
11. 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.
12. 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.
13. The contractor will use approved brand of material as given in the tender.
14. 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.
15. The contractor shall take all safety precautions for his workers and shall be sole responsible for any mishap.
16. All rates shall be quoted on the tender form and shall include all material, labor, 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.
17. GST on materials in respect of this contract shall be payable by the contractor and the client will not entertain any claim whatsoever in this respect.
18. Only 1st RA bill shall be payable after completion of 60% of the work at site.
19. This notice of tender shall form part of the contract documents.
20. The validity of the tender (s) shall be up to 150 (One Hundred Fifty) days from the date of opening of Tender(s).
21. **Conditional Tender - Conditional tenders are liable to be rejected.**
22. **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.

- 23. 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.
- 24. 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.
- 25. 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.
- 26. FAIR WAGES** - The contractor shall pay not less than fair wages to laborers engaged by him on the works.
- 27.** 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.
- 28.** 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Agreement:-**The Contractor is required to approach Board for execution of agreement for the said work as per the prescribed Proforma to be provided by the Board on an on-judicial stamp paper of Rs.100/- within 10 days from the issue of the letter of award. Cost of stamp paper shall be borne by the contractor.
- a. 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.
- b. 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 whatsoever. It is provided that the contractor shall not increase any of the rates, quoted in the tender till the completion of work.**
- c.** The Contractor shall have to submit the original Bill in r/o article/equipment/sanitary fittings along with guarantee/warranty card for contact with the company for service purpose.

33. 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.

34. 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 otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

- 35.** 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 totaling in the amount column and in carrying forward totals shall be corrected.

36. Performance Guarantee:

The contractor will deposit 3% (three) of the awarded cost towards performance guarantee within 15 days of issue of Work Order, failing which the work will be cancelled. Performance Guarantee would be return after payment of first RA bill.

37. 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.

- 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.

38. Deviations/Variations, 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.

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 apart 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.

- a. 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.

39. Time and Extension for Delay:

- a. 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.
- b. 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.
- c. If the work be delayed by
 - i. Force majeure or
 - ii. Abnormally bad weather or
 - iii. Serious loss or damage by fire, or
 - iv. Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
 - v. Delay on the part of other contractors or tradesmen engaged by Board in executing work not forming part of the contract,

or

- d. Other cause, which, in the absolute discretion of the authority mentioned in Appendix, is beyond the Contractor's Control 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 endeavors to prevent or make good the delay and shall do all that maybe reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

40. 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.

41. 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.

42. 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.

43. 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 neighborhood 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. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.

- ii. Any claim due to non-compliance of applicable PF/Labour laws, ESI regulations etc.

44. 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.

45. 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.

46. Instruction and Notices:

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.

- a. 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.

- 47. 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.

48. 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 violates any of the terms and conditions stipulated in this Tender.

- d. 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

49. 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.

50. 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.

51. VALUATIONS AND PAYMENT:

- a. 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 There with.
- b. All items having a financial value shall be entered in computerized Measurement Book, etc. prescribed by the Board so that a complete record is obtained of all work performed under the contract.
- c. Payment will be released through cheque /RTGS after satisfactory completion of work.
- d. 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.
- e. 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.
- f. No escalation will be paid even in extended period, if any.
- g. 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.

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

52. 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.

53. GST

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.

54. 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., there on and/or
- b. Carry out the part work/ part incomplete work of any item(s) at the risk and cost of the contractor.
- c. 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.
- d. 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 contractor's 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.
- e. 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.

55.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

With complete address and seal

Add. _____

Tel. No. _____

SECTION-7

(LIST OF APPROVED MAKE OF MATERIAL)

LIST OF APPROVED MAKE OF MATERIAL

1	CEMENT	ACC, ULTRATECH,VIKRAM, SHREE CEMENT, AMBUJA ,JAYPEE CEMENT,CENTURY CEMENT & J.K.CEMENT
2	WHITE CEMENT	J.K. WHITE, BIRLA WHITE
3	WATER PROOFING COMPOUND	PIDILITE, CICO, FOSROC ACCOPROOF, IMPERMO
4	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM, BHARAT PETROLEUM
5	NON METALIC SURFACE HARDNER	ARMSTRONG, NITOFLOH HARDTOP, FOSROC, SIKAFLOOR® – 2 SYNLTOP, IRONITE COMPANY OF INDIA LTD,
6	LOCKS/LATCH	GODREJ, HARRISON, PLAZA, DORMA , YALE
7	WIRE MESH	HAVER STANDARD INDIA PVT LTD, GRAND METAL CORPORATION, STERLING ENTERPRISES, TRIMURTY WELDED MESH, TIGER
8	NUTS, BOLTS AND SCREWS, STEEL	KUNDAN, PRIYA, ATUL, PUJA, AXEL
9	POLY-SULPHIDE/SILICON SEALANT	PIDILITE, FOSROC, TUFFSEAL, CHOKSEY,CHEMICALS,
10	DASH FASTNERS	HILTI, FISCHER, BOSCH, CANON, AXEL
11	HYDRAULIC DOOR CLOSER/FLOOR SPRING	HARDWYN, GODREJ, YALE, OZONE, DORSET.
12	S.S RAILING	JINDAL STAINLESS STEEL LTD., ICIH INDUSTRIES, ESSAL, DORMA, AXEL.
13	FLOAT GLASS	MODI FLOAT, SAINT GOBAIN, ASAHI,
14	EPDM GASKET	HANU/ANAND/LESCUYER
15	TILE ADHESIVE	PIDILITE, SIKA,THERMOSHIELD, DUNLOP, VAMORGANIC, TILE MATE & HOME PRIDE
16	CERAMIC GLAZED TILES	JOHNSON, KAJARIA, ORIENT BELL, SOMANY, CRYSTAL, VARMORA, NITCO
17	PORCELAIN TILES	JOHNSON, ASIAN, CENTURY, MARBITO, VARMORA NITCO
18	VITRIFIED TILES	KAJARIA, JOHANSON, ASIAN, ANTIQUE, GRANITO, ORIENT BELL, SOMANY, MARBITO, CRYSTAL, VARMORA, NITCO
19	CHEQUERED TILE	NITCO, ULTRA, UNISTONE, MODERN,
20	CC PAVERS	NITCO, BHARAT REGENCY, HINDUSTAN, ULTRA, KJS CONCRETE, DURACRETE K.K. , DALAL TILES INDUSTRIES, KIRITI.
21	VITREOUS CHINA 22SAINITARY WARE	HINDWARE, CERA, JAQUAR, ROKA, KOHLER.
22	FIRECLAY SINKS & DRAIN BOARDS	PARRY, SANFIRE(DELUXE), NEEL, CHILLY-S.
23	STAINLESS STEEL SINKS	NILKANTH, NIRALI, COBRA, AXEL, JAYNA, MILLENNIUM
24	SOIL,WASTE & VENT PIPES & FITTINGS	NECO, HEPKO, KAPILANSH SKF,CICO, HIF(BABU LAL BAJAJ IRON FOUNDRY)

	A) CENTRFUGAL CAST IRON	BENGAL IRON CORPORATION
25	G.I. PIPES	TATA, JINDAL (HISSAR), PRAKASH
26	G.I. FITTINGS (MALLAEABLE CAST IRON)	UNIK, ICS, AMCO, KS, NVR
27	GUNMETAL VALVES	LEADER, SANT, ZOLOTO
28	STONEWARE PIPE & GULLY TRAPES	PERFECT, PARRY
29	C.I. DOUBLE FLANGED SLUICE VALVES	KIRLOSKAR, IVC, BURN
30	C.I. DOUBLE FLANGED NON-RETURN VALVES	KIRLOSKAR, SANT, KARTAR
31	UPVC PIPE	SURREME, PRINCE, FINOLEX, PRAKASH, ASTRAL
32	BALL VALVES	ZOLOTO, IBP, ARCO
33	BEVELED EDGE MIRROR	MODIGUARD, ATUL, SAINT GOBAIN
34	UPVC WINDOW/DOORS	FENESTA, AIS WINDOWS,
35	FIRE GLASS FOR VISION PANNELS	SAINT GOBAIN, ASHAI INDIA, MODI
36	ALUMINIUM EXTRUDED PROFILES	HINDALCO/JINDAL/NALCO
37	CPVC PIPE & FITTINGS	ASHIRWAD, ASTRAL, PRINCE.
38	POP (PLASTER OF PARIS)	J K. LAXMI, SRIRAM NIRMAN, SAKARNI
39	PRELAMINATED PARTICLE BOARD	CENTURY PLY, ECO BOARD, BHUTAN BOARD, ACTION TESA, ASSOCIATE DECORE LTD.
40	BLOCK BOARD	CENTURY PLY BOARD, DURO, ALPRO GREEN PLY
41	FLUSH DOOR	CENTURY PLY BOARD, DURO, ALPRO GREEN PLY, M.P.WOOD
42	PVC DOORS	RAJSHREE, FINOLEX PLASTICS.
43	FACTORY MADE SECTION WINDOW	ISI MARK PRODUCT ONLY,
44	PLASTIC SEAT COVER	COMMANDER, JINDAL, ADMIRA, CUCKOO, MILLENNIUM
45	M.S. DOOR FITTINGS	ASHISH, OXFORD, GARG, ADARSH
46	ALUMINIUM DOOR ,FITTINGS	CLASSIC, EVEREST, ARGENT
47	FIBERGLASS REINFORCED PLASTIC (FRP) PANELLED/ FLUSH DOOR SHUTTER & FRAME.	FIBREWAYS TECHNOLOGY, SHIV SHAKTI FIBRE UDYOG, SIMBA FRP PVT. LTD. & ADVANCE TECH.
48	CP SANITARI FITTING	JAQUAR, ROKA, HINDWARE
49	CP COCKROJ JALI	CHILLI, PARRYWARE, HINDWARE, ROKA
50	CP FITTINGS	JAQUAR, HI-LIFE, PARRYWARE, HINDWARE
51	HANDDRYER	EURONICS, JAQUAR
52	LED LIGHTS	BAJAJ, PHILLIPS, SYSKA, HAVELLAS
53	EXAUST FAN	BAJAJ, PHILLIPS, SYSKA, HAVELLAS

54	S.S LIQUIED SHOP CONTAINER	EURONICS, JAQUAR, PARRYWARE, HINDWARE, HI-LIFE
55	S.S. TISSUE PAPER DISPENSER	EURONICS, JAQUAR, CERA, PRAYAG
56	WIRE	ANCHOR, HAVELLS, NATIONAL, POLYCAB
57	MODULAR SWITCH & SOCKET	ANCHOR ROMA, HAVELLS, NORISYS
58	URINAL SENSOR	EURONICS, JAQUAR, CERA, BHARAT PHOTTON

59 SYNTHETIC ENAMEL) FIRST QUALITY

M/s Asian Paints Ltd (Acolyte Gloss enamel),
M/s Berger Paints India Ltd (Luxol Hi-gloss enamel)
M/s Shalimar Paints Ltd(Superlac Hi-gloss enamel)
M/s ICI India Ltd. AKZONOBEL (Dulux Hi gloss Enamel)
M/s Jehnson & Nicholson Ltd. (Borolac)
M/s Kamdhenu Paints (Interior and Exterior kamolite Synthetic Enamel Paint Products)

60 OIL BOUD DISTEMPER

M/s Asian Paints Ltd (Tractor / Professional Acrylic Distemper)
M/s Berger Paints India Ltd (Bison Acrylic Distemper)
M/s Shalimar Paints Ltd (No. 1 Premium Acrylic distemper)
M/s ICI India Ltd AKZONOBEL (Maxilite Acrylic Distemper)
M/s Godavari Paints Pvt Ltd (Godavari Acrylic Distemper)
M/s Kamdhenu Paints (Acrylic Washable Distemper and Acrylic Putty and Primer)

61 ACRYLIC EMULSION EXTERIOR

M/s Asian Paints Ltd (Apex Ultima)
M/s Berger Paints India Ltd (Weather coat All Guard)
M/s Shalimar Paints Ltd (Xtra Maxima)
M/s ICI India Ltd AKZONOBEL (Dulux Weathersheild Max)
M/s Godavari Paints Pvt Ltd (Pearl Ultima)
M/s Sherwin William Paints (Outshine Kaamal)
M/s Kamdhenu Paints (Interior and Exterior Acrylic Enamel Paint Products)

62 CEMENT BASED PAINT

M/s Asian Paints Ltd (Uatsavcem)
M/s Berger Paints India Ltd (Durocem)
M/s Shalimar Paints Ltd (Maha Cemkote)
M/s Jayant Color & Chemical Industries (Supremcem)
M/s Sherwin Williams Paints India Ltd (Nitcocem)
M/s Kamdhenu Paints (Supper Kamocem water proof Cement paint, ODHNI Cement Paint& Kamoprime primer)

- 63 CEMENT PRIMER**
M/s Asian Paints Ltd
M/s Berger Paints India Ltd M/s Shalimar Paints Ltd
M/s ICI India Ltd AKZONOBEL
M/s Godavari Paints Pvt Ltd (Godavari Water based Exterior Primer / interior Primer / Professional Primer)
M/s Jehnson & Nicholson Ltd
M/s Sherwin William Paints India Ltd
- 64 TEXTURE FINISH**
SPECTRUM, ACRO, SANDTEX, REVLONTEX
M/s Kamdhenu Paints (Fine/Rustic/Stone Finishes Texture Paint)
- 65 FLY ASH BRICKS**
M/S KJS Concrete(P) Ltd.
- 66 STONE CLADDING CLAMPS**
AXEL

Section – 8

(CHECK - LIST)

CHECK LIST ON PREPARATION OF BID

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed Bidder Profile?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3.	Have you enclosed Bid Security Declaration form and Rs.1180/- tender cost in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the Prescribed paper size.	
5.	Have you attached proof of having met the following minimum Eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested of registration certificate as per Clause 2.2 Section 4.	
5.2	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Depts. of the last five years?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
FINANCIAL BID		
7.	Have your financial Bid proposal is duly filled?	
8.	Have you quoted prices against each of the category?	

Section – 9

- 1. Tender Acceptance Letter.**
- 2. Bid Declaration- Form I.**
- 3. Undertaking for not barred or Blacklisted-Form-II**
- 4. Articles of Agreement-Form-III**
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TENDER ACCEPTANCE LETTER
(To be given on Firm/Agency Letter Head)

Reference No: CBSE/Maint./Acad./2022/ ____

Dated: _____.____.2022

The Assistant Engineer
Central Board of Secondary Education,
‘Shiksha Sadan’, Building, 17- Rouse
Avenue, Institutional Area,
New Delhi-110002

Subject: Acceptance of Terms & Conditions of Tender.

Name of Tender / Work: - Renovation Work in CBSE, ‘Shiksha Sadan’, Building, 17- Rouse, Avenue, Institutional Area, New Delhi-110002.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned „Work“ from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. **1 to 44** (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of the Bidder, with Official Seal

FORM-I.

BID SECURITY DECLARATION

(As per Govt. of India, Min. of Finance, Dept. of Expenditure,
Office Memorandum No. F.9/4/2020-PPD, dated 12.11.2020)

(To be signed and submitted/uploaded along with Technical bid documents on company's Letter head)

The Secretary,
Central Board of Secondary Education,
"Shiksha Sadan" Building,
17-Rouse Avenue, New Delhi-110002.

Reference:- Tender Enquiry No. CBSE/Maint./Acad./2022 dated

Our Bid No _____ dated _____

Sir,

I/We, irrevocably declare as under:-

I/We understand that, as per Clause **3.1 Section 4** of Tender/Bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three (03) years** from the date of disqualification as may be notified by you (without prejudice to CBSE's rights to claim damages or any other legal resource) if,

- 1) I am/We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by CBSE's, I/we failed to deposit the prescribed Performance Security (PG) before the date defined in the letter of acceptance (LOA) or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Yours faithfully,

**Signature of bidder, or officer authorized
To sign the bid documents on behalf of
the bidder with name stamp and office seal.**

Place: _____

Date: _____

(Note: In case of Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

FORM-II

Undertaking for not barred or Blacklisted

I/We hereby undertake the following:

1. I/We undertake that neither I/we nor any of our members and any of its constituents has been barred or blacklisted by any Central and State Government of India.
2. I/We undertake that neither I/we individually or institutionally are not in any manner involved with the selection /screening process of this tender and employees of Estate Officer.

Authorized Signature (In full and initials) Name:

Designation:

Name of Firm:

Address:

FORM-III

(Articles of Agreement)

CONTRACT AGREEMENT NO..... DATED

THIS AGREEMENT is made on between Central Board of Secondary Education (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Central Board of Secondary Education, "Shiksha Sdan" Building, 17-Rouse Avenue, Institutional Area, New Delhi-110002

AND

M/s.....having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Renovation work to client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor "**availing Renovation Work at** its office under Tender No.01(One).
- II. **ANDWHEREAS** the Contractor submitted his bid videin accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.
- III. **AND WHEREAS** the Client has selected **M/s.....** as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LOA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the Renovation Work (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter intocontracts with other contractors / parties for the Renovation Work of its premises in case the Contractor fall into breach of the terms and conditions as stipulated in the Tender Documents and shall waive its claim what so ever in this regards.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

- VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for Renovation Work in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- IX. **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill **AND WHEREAS** the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges - Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- X. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
**Office of the Central Board of
Secondary Education**

(Authorized Signatory)

(Authorized Signatory)

FORM-IV

PERFORMANCE BANK GUARANTEE

(To be executed on non judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : Fromto

Last date of Lodgement :

WHEREAS Office of the Central Board of Secondary Education having its office at 17-Rouse Avenue, Institutional Area, New Delhi- 110092 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LOA)*] ("**Contract**") with [*insert name of the Successful Bidder*] (hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of mechanized housekeeping services ("**Renovation Work**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]... and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 3% (three percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligation.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*]..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantees hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand.

The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....

.....only).

The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

- (iii) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (iv) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (v) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vi) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (vii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire after 60 days of date of completion of contractual obligations of the service provider including the Warranty Period under the Contract.
- (viii) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (ix) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfill its obligations under the Contract.
- (x) We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]...
.....granted to him by the Bank.

Date:

Name of the Bank:-

Corporate Seal of the Bank

(By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank)

FORM-V

Average Annual Turn Over of the Firm

Sr. No.	Year	Turn Over in (INR) Crores.
1.	2019-20	
2.	2020-21	
3.	2021-22	
4.	Average	

(Signature, name and designation of the Chartered
Accountant)(Signature, name and designation of
the authorized signatory)For and on behalf
of.....