



केन्द्रीय माध्यमिक शिक्षा बोर्ड  
CENTRAL BOARD OF SECONDARY EDUCATION  
**NOTICE INVITING TENDER**

Central Board of Secondary Education (CBSE), invites bids from Central Public Sector Undertakings (CPSUs) for selection of Project Management Consultant (PMC) eligible as per amended GFR 133 (3) for Comprehensive Design Engineering, Construction & development for **Demolition of existing 3 storied building and reconstruction of staff quarters at Brij Vihar, Ghaziabad.**

1.	Employer	Central Board of Secondary Education (CBSE)
2.	Brief Scope of Work	Providing detailed planning, designing and engineering consultancy services of the project including civil, architectural, structural, plumbing, electrical etc. obtaining statutory approvals for design and drawings wherever applicable. Obtaining completion/occupancy certificate.
3.	Estimated Cost of Project	Rs. 2,80,50,000/-
4.	Cost of Tender document (In the form of DD/Pay order payable in f/o Secretary, CBSE, Delhi.)	Rs. 1,000/- (Non refundable)
5.	Bid Security in the form of Bank Guarantee	Rs. 1,00,000/-
6.	Last date and time for submission tender	11/10/2017 Till 1400 hrs. (IST)
7.	Date and time of opening of tender	11/10/2017 at 1530 hrs. (IST)
8.	Pre-bid meeting	04/10/2017 at 1500 hrs. (IST)
10.	Validity of offer	60 days
11.	Period of completion	24 Months

The tender documents can be downloaded from the website [www.cbse.nic.in](http://www.cbse.nic.in) and <https://eprocure.gov.in/epublish/app> "Corrigendum, if any, would be uploaded only in the above website.

The sealed tenders may be dropped in tender box placed at Reception Counter-2 Community Centre, Preet Vihar, Delhi on or before **11<sup>th</sup> October, 2017 upto 2.00 P.M.**

CBSE reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Joint Secretary (A & L)**

**BID DOCUMENT**

**FOR**

**SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC ) for**

**Providing Comprehensive Design, Engineering, Project and**

**Construction for demolition of existing 3 storied building and**

**reconstruction of staff quarters at Brij Vihar, Ghaziabad.**

## **Information to Bidders (ITB)**

**Central Board of Secondary Education (CBSE)** is an autonomous organisation under Union Ministry of Human Resource Development and willing to engage the services of Project Management Consultant (PMC) from amongst Central Public Sector Undertakings (CPSUs) eligible as per amended GFR 133 (3) for Comprehensive Design Engineering, Construction & development of **Demolition of existing 3 storied building and reconstruction of staff quarters at Brij Vihar, Ghaziabad, UP.**

### **2.0 Definitions**

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- 2.1 'Owner' shall mean the CBSE and shall include their legal representative, successor and permitted assigns.
- 2.2 'PMC' shall mean the Project Management Consultant engaged by the Owner.
- 2.3 'Authorized Representative' shall mean the representative of Project Management Consultant.
- 2.4 'Projects' shall mean reconstruction of **"Residential Staff Quarters in Brij Vihar, Ghaziabad, UP."**
- 2.5 'Services' shall mean the Project Management Consultancy for Comprehensive Design Engineering, construction and development.
- 2.6 '**Contractor**' means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- 2.7 **"Completion"** means when the Building(s) Structures(s) are complete in all respects along with associated services i.e ready to occupy and are actually handed over to the Employer.
- 2.8 **"CTE"** means Chief Technical Examiner.
- 2.9 **"CVC"** means Central Vigilance Commission, Government of India.
- 2.10 **"CAG"** means Controller Auditor General, Government of India.

### 3.0 Eligibility Criteria:-

#### Minimum Eligibility Criteria:

- A. The Agencies who fulfill the following minimum eligibility requirements shall be eligible to apply.

Should have satisfactorily completed the works as mentioned below during the last Five years ending previous day of last date of submission of tenders.

- (i) Three similar works of Planning Designing Engineering and construction of Office campus each costing not less than Rs 1.12 Crore  
OR
- (ii) Two similar works of Planning Designing Engineering and construction of Office campus each costing not less than Rs. 1.68 Crore  
OR
- (iii) One similar work of Planning Designing Engineering and construction of Office campus costing not less than Rs 2.24 Crore

Similar works means experience in Project Management Consultancy for Comprehensive Design Engineering for **Multi-Storied Building Structure**.

- B. Average annual financial turn over shall at least Rs. 100 crores during the immediate last 3 consecutive financial year.
- C. The agency should not have suffered losses during last 5 financial years.
- D. Any Public Sector Undertaking set up by the Central or State Govt to carry out Civil or Electrical works as per GFR 133(3) can participate in the bid. Other Central / State Govt Organisation / PSU notified the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Agreement to be submitted along with the tender as documentary evidence for this purpose.
- E. Agencies that are debarred or blacklisted by any Govt Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt Department. In case if it is found at later stage that the bidders is a blacklisted company declared by any Govt Department than the work shall be withdrawn and EMD / bid security shall be forfeited.

#### **4.0** The broad scope of the works / Terms of reference shall be:

- (i) Design and Engineering of the project including civil, architectural, Structural, Plumbing, Electrical.
- (ii) Obtaining statutory approvals for design and drawings wherever applicable.
- (iii) Project Management and Construction supervision as per design requirements by calling tender and follow CVC guidelines.
- (iv) Obtaining completion /occupancy certificate if applicable.
- (v) Handing over the facilities to client.
- (vi) Maintenance of building/campus during the defect liability period of 12 months from date of handover.

#### **4.1 Tentative Specifications of Housing Complex:-**

- RCC framed structure with stilt parking.
- Water Supply: UG pump and OHT provided for domestic requirement.
- Developments: Internal roads/paths, sewer lines, storm water drains and development of surrounding area etc.
- Piped gas connection.
- The construction work shall be purely on CPWD/ applicable norms.

It would be the responsibility of successful bidder to get all the relevant clearances/ approvals required for the project.

#### **5.0 Bid Conditions**

The Estimated project Cost is Rs. 2,80,50,000/- (Rupees Two Crores Eighty Lacs & Fifty Thousand only).

- 5.1 The Bidders shall provide their services as PMC till successful completion of the project.
- 5.2 Clients reserves to itself the authority to reject any or all of the bids received and change the scope of the work without assigning any reason. The Client also reserve the right to itself to terminate the bidding process at any stage without assigning any reason.
- 5.3 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 5.4 The offer shall remain open for acceptance **for a period of 60 days** from the date of opening of 'Bids'.
- 5.5 To obtain first hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed of local conditions and take these into account while preparing their bids.

## **6.0 Submission of Bid:**

Tender are to be submitted on the date and time mentioned in the NIT.

The agency charges all inclusive but excluding service tax for providing comprehensive Design Engineering and Project Management Consultancy (PMC) Services shall be quoted in terms of PERCENTAGE(%) both in figure & in words duly signed by the Authorized signatory to be indicated in the prescribed format provided.

The Agency charges will be quoted percentage (by the successful bidder) of Actual Project Cost. Service tax / GST as applicable shall be paid extra.

Client shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

## **6.1 Format of Bid Security**

Bid security in the Bank format issued by Nationalized Bank as per Govt. Directives will be accepted.

1. Customer Name—Secretary, CBSE,
2. Customer Address—Shiksha Kendra, 02, Community Centre, Preet Vihar, Delhi-110092.
3. TAN No. – DELC 08248C.
4. GSTIN No. – 07AAAAC8859Q1ZY

## **6.2 Terms & Conditions of Engagement:**

### **6.3 RESPONSIBILITIES OF THE PMC**

- a. Subsequent to signing of the agreement, the PMC shall take possession of all encumbrances free site from the Client and shall nominate a responsible Engineer for execution of the project under intimation to the Client.
- b. The planning, designing of the project shall be done by the PMC. The PMC shall prepare detailed estimate detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from client. While detailing the scheme, PMC shall provide only those requirement, which can be accommodated within approved estimated cost, as per priority decided mutually between the Client & the PMC.
- c. PMC shall prepare preliminary estimates of cost of the various items of work as required by Client on CPWD plinth area rates (Where ever applicable) enhanced by the cost index of the area and market rate

analysis for item which are not included in CPWD, PAR, to be worked out as per standard methods.

- d. PMC shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, designing, consultancy services. In case at detailed design/execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/administrative justification to the Client.
- e. PMC shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders.
- f. The PMC shall invite the open tenders or tenders from the short listed pre-qualified contractors/agencies meeting prequalification criteria for different packages for completion of the project. The PMC shall award the work to the technically qualified lowest bidder.
- g. PMC shall be wholly responsible for any observation/comments/defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- h. PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.
- i. Any defects noticed and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
- j. The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
- k. During the various stages of execution, PMC shall submit periodic progress reports with site photographs.
- l. PMC shall utilize the contingency @ 3% as included in the cost estimates for the unforeseen items in the project and cannot be used for the expense to meet work-charged establishment, construction of site office, engagement of watch & ward staff, arid job works like Surveying, material testing, estimate, structural design, drawing, models and other field requirements etc.

## **7.0 RESPONSIBILITIES OF THE EMPLOYER**

- 7.1 The Employer shall demarcate and make available the site for individual project free of all encumbrances or charges.
- 7.2 The Employer shall exercise its responsibility as the Owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the Employer/Owner shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- 7.3 Employer or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the Employer/ Owner are found shall be rectified by the Execution agency at their own cost.
- 7.4 Employer shall release the funds/payments promptly to ensure that the progress of work should not hamper due to non-availability of fund.
- 7.5 Employer shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

## **8.0 PAYMENT TERMS**

- 8.1 a) PMC shall work on "Deposit work basis" for this project on behalf of Employer and shall be paid the actual cost of work plus the quoted Fee thereon for Project Management, Supervision, and Services including Architectural Services for planning, designing, and Consultancy Services excluding GST. The GST as applicable on implementation of works shall be charged to Project cost.
- 8.2 The expression 'actual cost of works' shall include the following:
  - a) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.  
All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Owner.
  - b) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.

- c) The cost towards vetting of design/drawings from any reputed/IIT Institute and/or their services for consulting any matter concerning the project.
- d) All liabilities of the PMC payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.
- e) GST shall be reimbursed to the Executing Agency. Any other tax levied by Govt. after signing this agreement is to be paid extra.
- f) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the owner in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits between the Owner and the PMC, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the Owner, the same shall not be taken into account for the purpose of calculating the Agency charges except for such costs which as a result of an order/judgment/decreed have resulted in some form of addition or variation in the Project work.

8.3 The actual final cost of work shall not include:

- a) Cost of land.
- b) Cost paid by the Owner to local Government or any other statutory body or bodies for getting approvals for the project etc.

8.4 The payments by the Owner shall be made by transfer of funds in a bank account of PMC or through Demand Draft/Cheque or e-Transfer.

- 8.5 The Employer shall give initial deposit of 10% (Ten percent only) interest free advance of the estimate cost on signing of the Agreement. This initial deposit would be retained for adjustment against the last portion of the estimated expenditure.
- 8.6 The Employer will further give 10% (Ten percent only) interest free advance of the awarded cost at the time of award of work to the contractor. PMC will recover this advance from the contractor from each running bill after 2nd running account bill of the contractor.
- 8.7 Bank interest accrued on the deposits/advance shall be passed on to the Owner.
- 8.8 The PMC shall give their monthly reimbursement bill along with their expenditure claim (including agency charges) duly certified by a representative of PMC on the project, for reimbursement of expenditure incurred. The Employer shall release the payment within 15 days of submission of invoices/reimbursement bill by the PMC. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant.

## **9.0 COMPLETION OF THE PROJECT**

- 9.1 The date of start of the work shall be reckoned from the 15<sup>th</sup> day after the payment of advance or the date of handing over the encumbrance free site or sanctioned of estimate or approvals of Drawings by the statutory authorities whichever is later.
- 9.2 The work shall be completed in all respect within a period of **24** months decided upon from the date specified in Clause 9.1 above.
- 9.3 The PMC shall ensure observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the owner against effect of non-observance of any such laws.
- 9.4 The PMC shall submit completion report with drawings and maintenance schedules to the Owner within 60 (Sixty) day of completion of work.
- 9.5 The defect liability period of this project shall be 12 months after completion of work or taking over of building whichever is earlier. PMC shall be responsible for satisfactory rectification of defects.

## **10.0 LIQUIDATED DAMAGES**

- 10.1 PMC shall be required to complete the construction of project within the period stipulated in this MOU. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would approach the Owner with full details for extension in time limit for completion of the works.
- 10.2 In case, completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages @ 0.50 % (Zero point Five zero percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the Owner.
- 10.3 If the delay in completion is solely attributable to the PMC, the PMC shall be liable to pay as damages to 'Owner ' a sum calculated @ 0.10% (Zero point One zero percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges.
- 10.4 In case the project is delayed due to reasons not attributable to PMC beyond the time as mutually decided as per clause 9.2 above, PMC shall be entitled for extra payment of staff salaries and overhead on actual basis beyond the time initially decided mutually as per clause 9.2 above. This shall in addition to agency charges payable to PMC in clause no. 8.1 above.
- 10.5 The PMC shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).
- 10.6 Any compensation levied by the PMC due to non-fulfillment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Owner

## **11.0 FORCE MAJEURE**

The PMC shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'Owner' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure. Any expenditure incurred by the PMC during the period of force majeure shall be reimbursed by the Employer/Owner. In case of closer of work due to the force majeure, any liabilities towards contractor and/or expenditure of the PMC shall be payable by the Employer .

PMC shall not hold responsible any contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the Employer on this account. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

## **12.0 ARBITRATION**

- 12.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of the contracts, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions or shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- 12.2 All Arbitration award(s) / court decree(s) in the favour of the contractor (s) shall be borne by the 'Owner / Employer '. However PMC shall not be paid any fee on such Arbitration award(s)/ court decree(s) in the favour of contractor(s). The cost of any arbitration award or the cost as a result of any direction of any court in respect of the work done or to be done shall be borne and paid by the Employer.
- 12.3 The Arbitration/ Court cases shall be contested by PMC on behalf of the Owner and necessary fees and expenditure shall be borne and paid by the Owner .

## **13.0 JURISDICTION**

This Award of work / agreement is subject to the jurisdiction of Delhi only.

## Annexure-I

### Details about Bidding Agency

S. No	Particulars				
1	Full name of the Bidder PSU (In Capital Letters)				
2	Full address of the Bidder PSU				
3	A. Telephone No. B. Fax No.				
4	Names and details of the Authorized Signatory of this NIT (Address, Contact Telephone Number, Mobile Number, Fax No. Email ID)				
5	Has the bidder PSU been black listed by any organization. If so, attach the details of the same.				
6	PAN:				
7	TAN:				
8	GST / Service Tax Registration No:				
9	MOU Ratings for the past five years.				
10	Green Building Experience				
11	No. of full time employees for the organization	Graduate Engineers			Supporting Staff (Technical)
12	<b>Proof of Agencies that they are notified as public works organizations (PWO)/ set up to carry out civil and electrical works notified by the Ministry of Urban Development and are eligible for bidding.</b>				Attached herewith at .....
13	Financial strength of the organization for the last 5 years. Attach photo copies audited balance sheets.				
Turnover (IN Crores)	2010-11	2011-12	2012-13	2013-14	2014-15
Net Profit (After tax) (IN Crores)	2010-11	2011-12	2012-13	2013-14	2014-15

Attach attested copies of all the documents in support of above mentioned points.

14. It is hereby certified that ..... (The bidding PSU herein) has never been black-listed by Central/state governments/PSUs.
15. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct.

**Signature of Authorized Signatory**  
**Name of Authorized Signatory**  
**PSU Stamp**

**Financial Bid**

From:

To,

The Secretary,  
Central Board of Secondary Education,  
2-Community Centre, Preet Vihar,  
New Delhi-110092.

**Sub:-Financial Bid for Comprehensive design and Project Management Consultancy Work for Demolition of existing 3 storied building and re-construction of Type-3 staff quarters at Brij Vihar, Ghaziabad.**

Dear Sir,

In response to bid document for the above work, we hereby quote our Agency Charges as under:

<b>S. No</b>	<b>Particulars</b>	<b>In Figure</b>	<b>In words</b>
1.	Project Management Charges (supervision, Service including architectural Services for planning, designing, and Consultancy Services.)	_____ %	

Note:-

1. PMC shall execute the work on "Deposit work basis" an behalf of Client.
2. Agency charges does not includes Service tax.

(Signature, name and Designation of authorize person with complete address of Consultancy Agency/Organization)

(Please affix seal)

**ACCEPTANCE OF TENDER CONDITIONS**

From: (On the letter head of the company by the authorized officer having power of attorney)

To,

The Secretary,  
Central Board of Secondary Education  
2, Community Centre, Preet Vihar,  
Delji-110092.

**Sub:-Submission of Bid for Comprehensive design and Project Management Consultancy Work for Demolition of existing 3 storied building and re-construction of Type-3 staff quarters at Brij Vihar, Ghaziabad.**

Sir,

Having examined the details given in bid document for the above work, I/We hereby submit the 'Bid'. I/We hereby agree with the terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature, Name and Designation of authorize person with complete address of CPSU/ PWO)

(Please affix seal)