



## **NATIONAL BRAIN RESEARCH CENTRE**

**(Deemed University)**

(An Autonomous Institute of Deptt. of Biotechnology,  
Ministry of Science & Technology, Govt. of India)  
Nainwal More, NH-8, Manesar – 122 052 (Haryana)

### **TENDER DOCUMENT**

**Name of work: Providing and laying dense bituminous macadam  
layer over the existing roads of National Brain Research Centre,  
Nainwal More, NH-8, Manesar, Haryana**

**Notice Inviting Tender No. NBRC/Engg/2019/03**

**Engineering Division**

**National Brain Research Centre**



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**Name of work: Providing and laying dense bituminous macadam layer over the existing roads of NBRC, Manesar, Haryana.**

**I N D E X**

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***Certified that this N.I.T. contains pages 1 to 43 only***

	<p><b><u>NATIONAL BRAIN RESEARCH CENTRE</u></b>  <b>(Deemed University)</b>          (An Autonomous Institute of Deptt. of Biotechnology,          Ministry of Science &amp; Technology, Govt. of India)          Nainwal More, NH-8, Manesar – 122 052 (Haryana)</p>
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**PART (A)**

Sealed tenders are invited from the experienced agencies for the work of “Providing and laying dense bituminous macadam layer over the existing roads of NBRC, Manesar, Haryana”.

Tender document shall be available from the office of Finance and Accounts Officer, NBRC, Manesar, Gurugram on payment of non-refundable tender cost of ₹1000/- by cash / Demand draft drawn in favour of Director NBRC payable at Manesar or Gurugram.

Tenderers requesting tender documents through post should include an additional amount of ₹100/- alongwith tender cost. The mailing of tender will be wholly at the risk of the tenderers.

Last date of sale of tender documents is 23<sup>rd</sup> August 2019.

Complete tender documents are also available on NBRC website and Central Public Procurement Portal, address given below:

http: // [www.nbrc.ac.in](http://www.nbrc.ac.in)

&

http: // [www.eprocure.gov.in](http://www.eprocure.gov.in).

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the tender cost of the documents in the form of a demand draft, in a separate envelope along with the tender. Tender received without the requisite fee shall be considered as invalid ab-initio.

- 2.1 a) Estimated cost – ₹2,16,69,345/-  
 b) EMD – ₹4,33,387/-

2.2 **Criteria for eligibility.**

The tenderer must have completed the following works during the last 7 years ending 31.03.2019. Three similar completed works each costing not less than ₹86,67,700/- or Two similar completed works each costing not less than ₹1,30,01,600/- or One similar completed work costing not less than ₹1,73,35,500/-.

“Similar work” means the work related to providing and laying dense bituminous macadam layer work.

2.2.1 To become eligible for tender, the tenderer shall have to furnish the affidavits as under: -

2.2.2 I/We ..... S/o..... R/o.....  
 undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice

of Department, then I/we shall be debarred for tendering in NBRC future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

- 2.2.3 I/We.....S/o.....resident of .....do hereby solemnly affirm and declare as under: -
1. That I am sole proprietor/Partner of M/s.....at .....
  2. That upto date returns of GST department have been duly filed and no dues are pending related to GST.
  3. That this is my true and correct statement.

- 2.2.4 Proof of registration with Government/Semi Government organizations like Railways, PWD, CPWD, MES etc. in appropriate class or having experience in carrying out similar type of works.

\*The tenderer shall required to produce definite proof from the appropriate authority, which shall be to the satisfaction of competent authority of having satisfactory completed similar work of magnitude specified under above column work executed with private sector be supported by TDS certificates.

- 2.2.5 Audited Financial Statement including the Profit & loss account and Balance Sheet for the last successive three years ending 31.03.2019.

- 2.2.6 Solvency certificate from Nationalized /Scheduled Bank of an amount of **₹86,67,700/-** (Rupees Eighty-six lakh sixty-seven thousand seven hundred only) certified by bankers.

- 2.3** *Technical & Financial bid shall be submitted with **copies** of (i) EMD (ii) Registration/Enlistment details (iii) work experience certificates\*(iv) Registration certificate under GST (v) An Affidavit that upto date returns have been filed and agency have no dues towards GST, as mentioned in 2.2.3 above (vi) Acknowledgement of latest copy of GST returns filed (vii) PAN card (viii) Affidavit regarding the work, not executed through another Contractor on back to back basis as mentioned 2.2.2 above (ix) All the above affidavits shall be submitted on the stamp papers of ₹10/- separately for each work.*

- 2.4** Financial Bid submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents are found as per eligibility criteria in technical Bid.

- 2.5.** Agreement shall be drawn with the successful tenderer on prescribed Form No **CPWD-8** (up to date edition) which is available with NBRC Engineering office. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

- 2.6.** The time allowed for carrying out the work will be **four (04) months** from the date of start as defined in schedule “F” or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

- 2.7** Tender documents consisting of plans, specifications, schedule of quantities of the work to be done and the set of terms and conditions of contract to be complied with by the contractor from whose tender may be accepted and other necessary documents can be seen in the web site [www.nbrc.ac.in](http://www.nbrc.ac.in) or in the office of the Engineer-In-Charge, Engineering Division, Utility

Building, Ground Floor, National Brain Research Centre, Nainwal Mode, NH-8, Manesar, Gurugram between **900 hours & 1700 hours** of **02.08.19 to 23.08.19** every day except on Saturdays, Sundays and Gazetted Holidays.

**2.8 Time Schedule: -**

- Date of viewing or downloading of tender document **02.08.19 to 23.08.19 up to 1630 hrs**
- Last date of submission of bid **26.08.19 (1500 hrs)**
- Last date of opening of technical bid documents **26.08.19 (1600 hrs)**

The tenderer shall have to deposit amount of **₹4,33,387/-** for Earnest Money Deposit by demand draft/FDR/TDR in favour of **The Director, National Brain Research Centre, Manesar payable at Manesar or Gurugram** & shall be submitted along with the tender in a separate envelope. No cash transactions are permitted.

2.9 The EMD of the unsuccessful bidder will be returned back after award of work.

2.10 The financial bid shall be opened in respect of agencies who are otherwise found eligible as per documents submitted by bidders in technical stage.

2.11 If any discrepancy or any short coming is found at later stage or L1 agency does not turn up for verification of originals and tender of L1 agency will be declared as invalid, EMD amount shall be forfeited and the bidder shall be debarred for tendering for a period of 2 years in NBRC.

2.12 The Bidder, whose tender is accepted, will be required to furnish performance guarantee of **5% (Five Percent)** of the tendered amount within the period specified in **Schedule 'F'**. This guarantee shall be in the form of cash (in case guarantee amount is less than ₹10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than ₹1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

2.13 The description of the work is as follows: -

- a) As per schedule of quantity.
- b) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.


- 2.14 The competent authority on behalf of The Director, NBRC does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 2.15 The competent authority on behalf of The Director, NBRC reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 2.16 The contractor shall not be permitted to tender for works in the NBRC, (responsible for award and execution of contracts) in which his near relative is posted in Finance & Accounts Department or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the NBRC. Any breach of this condition by the contractor would render him liable to be debarred from tendering in NBRC.
- 2.17 The contractor shall give a list of both Gazetted and non-gazetted NBRC employees related to him.
- 2.18 No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the NBRC is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of The Director, NBRC in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of The Director, NBRC as aforesaid before submission of the tender or engagement in the contractor's service.
- 2.19 The tender for the works shall remain open for acceptance for a period of **One twenty (120) days** from the date of opening of tender's price bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. **Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.**
- 2.20 This Notice inviting tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within **15** days from the stipulated date of start of the work, sign the contract consisting of: -
- The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

- Standard CPWD **Form-7/8** i.e., General Conditions of Contract 2014 of CPWD (with upto date correction slip)
- 2.21 The contractor shall quote his rates keeping in mind the specifications; terms & conditions, particular specifications and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the tenderer does not quote the rate for any item, leaving the space blank, whatsoever, it will be presumed that the tenderer has loaded the cost of this/ these item(s) on other item(s), and he will execute this /these items at zero cost, and the tender will be evaluated accordingly.
- 2.22 In case of any difference / ambiguity between English & Hindi versions, English version shall prevail.
- 2.23 The department shall deduct Income Tax on the value of work done from each bill of the contractor as per prevailing Government instructions/orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
- 2.24 The tenderer must be registered under GST and he shall submit a valid “No Dues Certificate” from concerned authority along with the tender or submit an affidavit that up-to-date returns have been filed and the agency has no dues towards GST department. He shall also submit copies of all the returns filed in the GST department.
- 2.25 Engineer-in-Charge shall deduct TDS and GST as per prevailing Government instructions/orders from the total payment made to contractor in pursuance of this contract.
- 2.26 The department shall deduct Building and other construction workers CESS @1% on the value of work done from each bill of the contractor as per prevailing Government instructions/orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
- 2.27 If any tenderer submit false information and/ or documents, his EMD shall be forfeited and he will be debarred for future tendering in NBRC for a period of two years.
- 2.28 NBRC will provide electricity and water free of cost during execution period at one point. The contractor has to make his own arrangements for usage of power and water from that point as per his requirements.
- 2.29 **Litigation History:** The agency should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over least five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in disqualification of the applicant.
- 2.30 **Disqualification:** Even through the agency meet the above criteria, they are subject to be disqualified if they have:
- made misleading or false representation in the form, statements submitted; and / or
  - Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor; consistent

history of litigation awarded against the applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non-performance, such as Most Experienced partner of joint venture pulling out, court direction leading to breaking up a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners

2.31 **Correspondence:** All the correspondence in respect of tender / contractual obligation shall be made to The Director, NBRC, Nainwal Mode, NH-8, Manesar, Gurugram, Haryana – 122052.



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**Item Rate Tender & Contract for Works**

(A) Tender for the work of: Renovation of Cafeteria of IB-I Building at NBRC, Manesar, Haryana.

- i. To be submitted by 1500 hours on 26.08.2019 to NBRC, Manesar.
- ii. To be opened in presence of tenderers who may be present at 1600 hours on 26.08.2019 in the office of National Brain Research Centre, Manesar  
 Issue to M/s. ....

Signature of officer issuing the documents.....

Designation .....

Date of Issue.....

**3. TENDER**

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the condition of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director, NBRC within the time specified in Schedule “F”, viz., schedule of quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in Rule-I of General Rules and Directions and in Clause-11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such condition so far as applicable.

I/We agree to keep the tender open for **one twenty (120)** days from the date of its opening price bid and not to make any modification in its terms and conditions.

A sum of ₹4,33,387/- against required EMD amount has been deposited by demand draft/FDR/TDR in favour of **The Director, National Brain Research Centre, Manesar payable at Manesar or Gurugram**. If I/ We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said The Director, NBRC or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that The Director, NBRC or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations, as may be ordered, up to maximum of the percentage mentioned in Schedule “F”.

**Further, I/we agree that in case of forfeiture of Earnest Money or both Earnest Money and Performance Guarantee or failure to deposit of EMD to NBRC as aforesaid, I/we may be debarred for participation in the re-tendering process of the work.**

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the NBRC.

\*Dated .....

Signature of Contractor\*  
Postal Address  
Telephone No. Fax & Email

Witness:  
Address:  
Occupation:

**\* To be filled in by the contractor**

**ACCEPTANCE**

The above tender (as modified by you as provided in the letter mentioned hereunder) is accepted by me for and on behalf of the Director of NBRC for a sum of Rs.....\*\*

(Rupees .....  
.....\*\*)

The letters referred to below shall form part of this contract Agreement: -  
\*\*

- (a)
- (b)
- (c)

For & on behalf of the Director, NBRC

Signatures \_\_\_\_\_

Designation \_\_\_\_\_

\*\*Dated.....

**\*\* To be filled in by the Engineer-in-Charge**

## **4. SCHEDULE**

### **SCHEDULE 'A'**

Schedule of Quantities: - Attached at page **41** to **43**

### **Schedule 'B'**

Schedule of materials to be issued to the contractor

S. No.	Description of Item	Quantity	Rates in figures and words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
1.	(Not applicable)			
2.	Water & Elec. for construction purpose		NBRC will provide water and electricity free of cost during construction period at one point. The contractor has to make his own arrangements for usage of power and water from that point as per his requirements.	

### **SCHEDULE 'C'**

Tools and Plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of issue
1	2	3	4
-----NIL-----			

### **Schedule 'D'**

Extra schedule for specific requirements/documents for the work, if any

As per NBRC rule  
(labours should not stay at NBRC campus during off duty hours)

### **SCHEDULE 'E'**

General conditions of contract for NBRC works-

**GCC 2014 of  
CPWD, with upto date  
correction slips**

**Name of work:** Providing and laying dense bituminous macadam layer over the existing roads of NBRC, Manesar, Haryana.

Estimated cost of work:	<u>₹2,16,69,345/-</u>
i. Earnest money	<u>₹4,33,387/-</u>
ii. Performance Guarantee	5% of tendered value
iii. Security Deposit	2.5% of tendered value
	Or
	2.5 or tendered value plus 50% of PG for contracts involving maintenance of the building and services / other work after construction of same building and services / other work.

## **SCHEDULE 'F'**

### **GENERAL RULES AND DIRECTIONS**

Officer Inviting Tender : **Director, NBRC**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. : **See Below**

#### **Definitions:**

2(v) Engineer-in-Charge : **Assistant Engineer**

2(viii) Accepting Authority : **Director, NBRC**

2(x) Percentage on cost of materials and labour to cover all overheads and profits. : **15%**

2(xi) Standard Schedule of Rates : **As per DSR (Civil) 2019 & Market rate**

2(xii) Department : **NBRC, Manesar**

9(ii) Standard CPWD contract Form : **CPWD Form 7/8 – (2014 edition), as modified and corrected up to the last date of submission of tender.**

#### **Clause 1**

(i) Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance : **7 days**

(ii) Maximum allowable extension beyond the period provided in (i) above : **3 days or decided by EIC**

#### **Clause 2**

Authority for fixing compensation under clause 2 : **Director NBRC**

**Clause 2A**

Whether Clause 2A shall be applicable: **No**

**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start: **15 days or decided by EIC**

Mile Stone (s) as per table given below: -

**Table of Mile Stone(s)**

Sl. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of Milestone
1.	1/8 <sup>th</sup> (of whole work)	1/4 <sup>th</sup> (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each mile stone.
2.	3/8 <sup>th</sup> (of whole work)	1/2 <sup>th</sup> (of whole work)	
3.	3/4 <sup>th</sup> (of whole work)	3/4 <sup>th</sup> (of whole work)	
4.	Full	Full	

Time allowed for execution of work : 04 months

**Authority to decide:**

- (i) Extension of time \_\_\_\_\_ Director, NBRC
- (ii) Rescheduling of mile stones \_\_\_\_\_ Director, NBRC

**Clause 6, 6A**

Clause applicable (6 or 6A) : **6A Applicable**

**Clause 7**

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. : **Rs. 2.00 (Two) Lacs or as decided by the Engineer-in charge**

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab : All equipments required for testing of materials to be used on work

**Clause 10 B (ii)**

Whether Clause 10 B (ii) shall be applicable? : **Not Applicable**

**Clause 10 C**

Component of labour expressed as percent of value of work: 25%

## Clause 10 CA

### MODIFIED PROVISIONS

Clause 10CA Materials covered under this clause  1. Cement 2. Steel 3. Material (Coarse & fine Sand, brick, stone etc.)	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed:  <b>Not applicable</b>	Base price of all the materials covered under Clause 10 CA*  <b>Not applicable</b>
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\* included Cement Component used in RMC brought at site from outside approve RMC Plants, if any.

\*\* Base price and its corresponding period of all materials covered under clause 10 CA is to be mentioned in the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

### Clause 10 CC:

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding 18 months : **Not Applicable**

### Clause 11

Specifications to be followed for execution of work : **CPWD specifications 2009 Vol. I to II for cement mortar, cement concrete and RCC work in pursuance to IS 456-2000.**  
**Ministry of Road Transport and Highways (MORT & H) Specification. Specification for Road and Bridges works (5<sup>th</sup> revision).**  
**Including correction slips and amendments issued up to the last date of Submission of tender.**

### Clause 12

**12.2 & 12.3** Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work. : **30%**

**12.5** Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work. : **100%**

### Clause 16

Competent Authority for deciding reduced rates: -

Up to 5 % of contract value : **Director, NBRC**

Above 5 % of contract value : **Director, NBRC**

**Clause 18**

List of mandatory machinery, tools and Plants to be deployed by the contractor at site

All necessary equipment and other T & P required as per items of work at site

**Clause 25**

Constitution of Dispute Redressal Committee (DRC)

Chairman - Mr. Tanmoy Bhattacharyya, CAO  
 Member - Mr. Sanjeev Choudhary, AE  
 Member - Mr. Santosh Kumar Choudhary, DFO

**Clause 36(i)****Requirement of Technical representative (s) required at site**

S. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures (Per Person)	Words (Per Person)
1.	Graduate Engineer, or Diploma Engineer	Civil	Principal Technical Representative	Nil or 5 Years	1 No.	10,000/- PM	Ten Thousand

Assistant Engineer retired from Govt. service holding Diploma will be treated at PAR with Graduate Engineers. Even, if contractor or partner himself is an Engineer / Overseer, it is necessary on part of contractor to employ Engineer as per stipulation.

**Clause 42**

- i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2012 printed by CPWD : Applicable.
- ii) Variations permissible on theoretical quantities
- a) Cement for works with estimated cost put to Tender not more than Rs. 5 lakhs 3% plus/minus
- For works with estimated cost put to tender Tender more than 5 lakhs 2% plus/minus



- b) Bitumen for all works 2.5% plus only & nil on minus side
- c) Steel reinforcement and structural Steel sections for each diameter, and category 2% plus / minus
- d) All other materials Nil

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

S. No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor.	
		Excess use beyond Permissible Variation	Less use up to the permissible variation of design Mix
1	2	3	4
(i)	Cement	<b>Not Applicable</b>	
(ii)	Steel reinforcement		
(iii)	Structural Section		

## Section-5

### GENERAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT

#### DEFINITIONS:

1. The “**Contract**” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Director, National Brain Research Centre, and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
  
2. In the contract the following expression shall unless the context otherwise requires, have the meanings hereby respectively assigned to them.
  - a) The expression '**Works**' or '**Work**' shall (unless there be something either in the subject or context repugnant to such construction) be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - b) The '**Site**' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - c) The '**Contractor**' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personnel representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
  - d) The “**Director**” means the Director of National Brain Research Centre and his/her successors.
  - e) The '**Engineer-in-Charge**' means the authorized representative of Director, National Brain Research Centre who shall supervise and be in charge of the work and who shall be sign the contract.
  - f) '**Government**' or '**Government of India**' Means National Brain Research Centre represented by Director, National Brain Research Centre.
  - g) '**Contract Price**' means the sum named in the tender subject to such additions there to or deductions there from as may be made under the provisions herein before contained.
  - h) '**Temporary Work**' means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
  - i) '**Accepting authority**' shall mean the authority mentioned in Schedule.
  - j) '**Excepted Risk**' are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

- k) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits.
  - l) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
  - m) **Department** means National Brain Research Centre which invites tenders on behalf of Director, NBRC as specified in schedule.
  - n) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
  - o) **Tendered value** means the value of the entire work as stipulated in the letter of award.
3. The entire works shall be done as per CPWD specifications 2009 Vol. I to II with up to date correction slips. If the specifications for any item are not available in the CPWD specification referred above, relevant ISI specifications shall be followed. In case ISI specifications are also not available, the decision of the Engineer-in-charge, given in writing shall be final.
  4. Whenever any reference to any Indian standard specifications occurs in the document relating to this contract the same shall be inclusive of all the amendments issued thereon to or revisions thereof, if any, up to the date of receipt of tenders.
  5. The work shall be carried out in the manner complying in all respects with requirement of relevant bye-laws or the local bodies under the jurisdiction of which the entire work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
  6. The Contractor shall carry out performance test of entire installation as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the tests.
  7. The contractor shall be responsible to arrange at his own cost all necessary T&P required for the execution of work.
  8. The contractor shall be deemed to have fully acquainted himself with the nature and extent of the work and working conditions at site before submitting the tender. The work shall be executed as per preference of items approved by Engineer-in-charge. If the materials, drawing, designs etc. are not available due to any conditions the programme of the contractors shall be modified accordingly and no compensations/damages shall be payable.
  9. The contractor shall take all safety measures precautions by exhibiting necessary caution boards, red flags, red lights, and barriers to avoid any accident during execution of work. The contractor shall be responsible for all damages and accident due to negligence on his part. The contractor shall also provide helmets, safety belts etc. required for labours.
  10. No payment will be made to the contractor for damages caused by rains or other natural calamities or riots during execution of the work and no claims on this account will be entertained.
  11. The rates of all items of work shall, unless clearly specified otherwise are including cost of all labour, material and other inputs involved in the execution of the item.

12. The mandatory tests required for materials shall be got done from the list of labs approved by NBRC and all the testing charges, cost of samples and its carriage /transportation etc. shall be borne by the contractor. Nothing extra shall be paid on this account by the department.
13. The contractor shall also make necessary arrangement at his own cost for diesel generator sets required for the work, so that the same can be used by him during failure/non availability of electricity. Necessary permission etc. if required shall be taken by him from the concerned authorities. Nothing extra shall be paid on this account.
14. The contractor shall make all efforts to mechanize the construction work to maximum possible extent by using the latest T & P / machinery and equipment etc. He shall use steel scaffolding and shuttering. Whenever, this is not possible the other type of shuttering used shall be of proper size and shape. Similarly scaffolding other than steel shall be as per site requirement and prior approval of Engineer-in-charge shall have to be obtained in writing. The contractor with relation to site requirement shall arrange adequate quantity of shuttering and scaffolding. No time lag on this account shall be allowed. All safety arrangements are to be taken care of by the contractor to avoid any accident in the use of shuttering and scaffolding etc.
15. The time of completion shall be essence of the contract and to be strictly adhered to by the contractor. He shall provide a PERT chart showing all the activity and events for timely completion of the project. No time & cost over-run shall be allowed including interruption due to rains or otherwise.
16. The various items of the work shall be taken up simultaneously wherever possible to speed up the work. Nothing extra shall be paid on this account.
17. The contractor shall maintain in good condition all work during execution till completion of entire work allotted to him.
18. Tenders with any conditions including that of conditional rebate shall be rejected forthwith.
19. The contractor should make necessary arrangement for round the clock work including working on Sundays and holidays except National holidays. The planning should be done accordingly.
20. The contractor shall provide at his own cost all the instruments including surveying instruments etc. required for the purpose of checking at the site of work. Complete layout including setting up Benchmarks, taking and fixing levels for all works required to be executed under the project shall be done by the contractor
21. The contractor shall make arrangement for sufficient quantity of all the materials required for construction of work conforming to required/ related specifications.
22. The Contractor shall make necessary arrangements for medical aid to all his workers including availability of first aid box all the time at the site of work
23. Payment of 1% CESS to the labour department as per "Building & other construction workers welfare CESS Act 1996" shall be borne by the contractor.

24. The design and drawing may be revised any time during execution of work by competent authority. No claim shall be entertained on this account.
25. Any material/excavated material of the site shall not be disposed of without the prior written permission of the Engineer-in-charge. The disposed material should be dumped at the place authorized by Engineer-in-charge.
26. The work may be inspected by central Vigilance Commission or any other agency on behalf of NBRC. Any deduction/ compensation proposed by NBRC in regard to defective work or work not confirming to specifications, loss of time, amount shall be deducted from bills. No claim of the contractor whatsoever shall be entertained on this account.
27. The contractors/bidders should have experience of similar work and also completed the same work in stipulated time period only.
28. Though all the conditions/clauses of CPWD works Manual will be part of agreement drawn, but for all the financial matter/claim whatsoever it may be, the matter will be decided by the NBRC Authorities and it will be binding on the contractor.
29. The NBRC will be responsible only to the contractor and his authorized representative and none else, with whom contractor may be in liaison or associated in any manner.
30. Before commencement of the work, the contractor shall correlate nomenclature of the items with all the relevant Architectural and structural drawings to satisfy himself. The figures and written dimensions on the drawing shall supersede the measurement by scale. The contractor will submit for approval of Engineer-in-charge his workshop drawings and the sample of work to be performed under the specified items of work before actually commencing the mass execution of work under the item. Nothing extra shall be payable on this account.
31. The CPWD specification 2009 Vol. I to II for all works as corrected up to the due date of submission of tender shall take precedence over provisions of relevant I.S. Codes.
32. In case, it is not possible to resolve dispute with the help of any of the above stated documents, the decisions and directions of the Engineer-in-charge shall be followed for execution and completion of any item of work.
33. The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the materials and clearance of the same before use in work.
34. All materials brought by the contractor for use in the work shall be got checked from Engineer-in-charge or his authorized representative of concerned department of the work on receipt of the same at site before use.
35. The contractor shall also employ necessary watch and ward establishments for the safe custody of material at his own cost.
36. Quality assurance & testing of material: -

- a) The contractor shall submit his detailed programme for execution work and get it approved from the Engineer-in-charge before the commencement of execution of work.
  - b) Samples of materials required for testing shall be provided free of charge by the contractor. The cost of tests shall be borne by the contractor.
  - c) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications, higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.
37. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc.
38. Any legal or financial implications resulting out of disposal of malba / dismantled material shall be sole responsibility of the contractor. Nothing extra shall be paid on this account. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials brought to site.
39. The contractor shall bear all incidental charges for cartage, storage and safe custody of material brought to site.
40. The work shall be carried out in accordance with the CPWD specification and schedule of quantity, to be issued from time to time before commencement of any item of work, the contractor shall correlate all the nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of the Engineer-In-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim, whatsoever shall be entertained on this account.
41. The existing drains, cables over-hand wires, sewer lines water lines and similar services. Encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/ shifting of such services are required to facilitate the work, the same shall be done by the contractor at no extra cost.
42. All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-charge which shall be preserved till the completion of the work. If a particular brand of materials is specified in the item of work in schedule of quantity, the same shall be used after getting the same approved from engineer-in-charge. Wherever brand/quality of material is not specified in the item of work. The contractor shall submit the samples as per list of preferred makes given in the tender documents/particular specification for approval of Engineer-in-charge for all other items, materials and fittings of ISI marked shall be used with the approval of Engineer-in-charge wherever ISI marked material fittings are not available, the contractor shall submit samples of material/fittings manufactured by firms of repute conforming to relevant specifications or is codes and use the same only after getting the approval of engineer-in-charge. To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by engineer-in-charge is found defective or not conforming to specifications shall be replaced/removed by the contractor at his own risk & cost.

43. The contractor shall have to depute / employ an expert / well trained workers who can execute the work neatly and exactly as proposed or as per schedule of quantity and also got it approved from Engineer-in-charge. In case, it is not approved by the Engineer-in-charge he has to re-do the work after removing/dismantling the original work and nothing extra will be paid on this account.
44. The Contractor should make himself aware of the site conditions which will be handed over to him on as is where is basis, contractor has to bear the cost of all the expenses incurred for making site feasible, if any.

## Section-6

### GENERAL CONDITIONS & SPECIFICATIONS

1. Work shall be carried out as per the Ministry of Road Transport and Highways (MORT & H) Specification. Specification for Road and Bridges works (5<sup>th</sup> revision).
2. For items whose specifications are not given in MORT&H specifications for road works, then CPWD Specification, BIS specification or sound Engineering practice, as determined by the Engineer in that order should be followed.
3. Technical and General conditions given in document shall also be followed as particular specification certain conditions regarding road and related work shall also be followed.
4. Correction of defects: - The Engineer shall give notice to the contractor of any defects before the end of defects liability period which begins at completion as per definition. The defect liability period shall be extended as long as defects remain to be corrected. Every time notice of a defect is given, the contractor shall correct the notice defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in Engineer's notice, the Engineer will assess the cost of having the defect corrected and the contractor will pay the amount.
5. The contractor shall have to provide a fields laboratory fully equipped at work site and hot mix plant for conducting all the relevant tests mentioned in the MORT&H specification subject to the approval of the Engineer or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representatives, which will become the property of the department. The contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of Engineer-in-charge, if required.
6. The quality control test will also be done by the department and the material for such test will be supplied by the contractor free of cost. In case the material is not found upto the requirement, the same will be rejected.
7. Various quality control operation will be maintained as per Clause No. 901, 902, 903 of MORT&H (Road Wing) specification (5<sup>th</sup> revision) of latest edition and as per instructions issued by MORT&H from time to time upto date.
8. Contractor shall provide suitable measuring arrangement and leveling instruments of latest quality as approved by Engineer at the site of work.
9. No extra payment on account of quality control measures shall be paid to the contractor.
10. The Engineer at his description can get any type and Nos. of tests carried out from any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the agency. The result so obtained from the laboratory would be acceptable/binding to the agency.
11. The contractor shall be required to provide all such materials/equipments at site to conduct fields tests and to ensure that the quality of material/item shall be according to the prescribed specification and no payment of any kind for such tests shall be made to him. In case the material/item is not found upto mark, the same will be rejected.
12. For cement, bitumen, mild steel and similar other material, the essential tests are to be carried out at the manufactures plant or at laboratories other than the site laboratory. The cost of samples, testing and furnishing of test certificates shall be borne by the contractor. He shall also furnish the test certificates to the Engineer.
13. Contractor has to submit the bills (Running as well as final bill) for payment alongwith quality control test results conducted as per frequency specified in MORT&H specification. Nopayment will be made without test results.
14. OPC cement duly ISI marked of 43 grade such as JK, Lakshmi, L&T, A.C.C, Shree and



- Birla or as approved by Engineer should be arranged by the contractor.
15. TMT Steel Fe-500 duly ISI marked of reputed brand such as of RINL/TISCO /SAIL shall be arranged by the contractor.
  16. Before executing the work of drain, proper drawing depicting L-section and X-section of drain along with its proper disposal will be got approved by Engineer-In-Charge in writing.
  17. Agency will get the material tested from any approved laboratory as directed and whenever required by Engineer and all liability of testing shall be borne by the agency.
  18. The rates are inclusive of cost of traffic management during construction, Contractor shall provide road signages, boards, gunny bags, sheet etc. for safety of traffic during construction period which will be incidental to work. Nothing extra shall be paid on this account.
  19. The contractor will supply bills for purchase of RCC Hume Pipes clearly indicating name of manufacturer, date of manufacturing, Lot no. etc. These details must be painted on the RCC Hume Pipe. The pipe should be ISI marked. The manufacturer should give proof for validity of ISI license. In case of non supply of bills, no payment will be released.
  20. The riding quality of reach after giving treatment of wearing coat will not have roughness more than 2000mm/km.
  21. The contractor shall submit the proposal of widening of existing stretch to get the centerline decided before commencement of work from Engineer.
  22. For work of embankment, sub grade & pavement, construction of subsequent layer of same or other material over the finished layer shall be done after obtaining written permission from the Engineer. Similar written permission from the Engineer shall be obtained in respect of all other items of work prior to proceeding with the next stage of construction.
  23. Before start of the work contractor will get his machinery inspected and approved from the Engineer.
  24. If at any stage, panel of concrete pavement develops cracks/disintegration during defect liability/maintenance period, the whole panel will be changed by contractor at his own cost and nothing extra shall be paid.

The Complaints which are forwarded to the agency will have to be completed within 24 hours after receipt of complaint. If complaint is not taken up within 24 hours with satisfaction of Engineer-in-Charge, the same will be got executed from other agency/Departmentally and double the expenditure will be charged. If nos. of cases exceed 4 in 1 (four in one) month, the security will be forfeited.

## Section-7

### TECHNICAL SPECIFICATION AND ADDITIONAL CONDITIONS FOR BITUMINOUS WORK

1. Strict control on all operations of work shall be exercised to ensure that the work is of the proper as envisaged in the specifications and design. Although the tests to be performed for quality control and their minimum frequency will be in accordance with accepted norms, in which respect the MORT & H specifications for road and bridge works latest Edition will be referred to.
2. For testing of materials for road construction, relevant I.S specification shall be referred to and department will have the discretion to get the sample tested from the reputed testing Laboratory. Testing charges shall be borne by the agency.
3. For testing the strength of the finished products like cement concrete, masonry, bearing and also the workmanship to be ensured in the various construction works of roads, reference shall be made to the relevant clauses of IRC roads codes.
4. The frequency of testing shall generally conform to what has been stipulated in the codes, but this shall be increased beyond the stipulated minimum frequency, if frequent deficiencies in quality of works are noticed in particular location by the Engineer.
5. Proper and pucca reference pillars for fixing the longitudinal center line of the road and transverse center lines of the piers shall be made before starting the work. The main point about these reference pillars is that they shall be so located as not to be disturbed during construction or during floods and shall last till the work is completed.
6. CPM/PERT chart, original and as revised/updated.
7. The contractor will quote the rate of Bitumen Macadam item with 3.4% of Bitumen contents for upto 75mm thick and 3.3% for 80mm to 100mm thick by weight of total mixture. Nothing extra will be paid if Job Mix formula warrants more bitumen contents. If density as per Job Mix formula comes out to be less than 2.2gm/CC, rate will reduced accordingly & if is more than 2.2gm/CC nothing extra will be paid.
8. The contract unit rate for SDBC item shall be as specified in Clause 507.9 of MoRT&H specification (4<sup>th</sup> revision), except that the rate shall include the provision of bitumen @ 5.0 percent, by weight of total mixture. Nothing extra will be paid if job mix formula warrants more bitumen contents. If density as per Job Mix formula comes out to be less than 2.29gm/CC, rate will reduced accordingly & if is more than 2.29gm/CC nothing extra will be paid.
9. The contract unit rate for DBM item shall be as specified in Clause 505.9 except that the rate shall include the provision of bitumen content @ 4% for 75mm to 100mm thick DBM and 4.5% upto 75mm thick by weight of total mixture. Nothing extra will be paid if job mix formula warrants more bitumen contents. If density as per job mix formula comes out to be less than 2.30 gm/CC, rate will be reduced accordingly and if it is more than 2.30 gm/CC nothing extra will be paid.
10. The contract unit rate for BC item shall be as specified in Clause 507.9 of MORT & H specification (5<sup>th</sup> revision), except that the rate shall include the provision of bitumen @ 5.4 percent for 30-40mm thick and 5.2% for 50mm thick, by weight of total mixture Nothing extra will be paid if job mix formula warrants more bitumen contents. If density as per job mix formula comes out to be less 2.30 gm/CC, rate will be reduced accordingly and if it is more than 2.30 gm/CC nothing extra will be paid.
11. The agency to whom the work is allotted will have to produce original vouchers for all quantities in lieu of purchase of bitumen from refinery steel, cement, and bricks from the

original manufacturer or other authorized dealers/distributors to the entire satisfaction of the Engineer for ascertaining the genuineness of material. Attested copy of voucher will have to be submitted along with bills.

- a) The documentary proof of procurement of bitumen from refinery as per requirement prescribed in the MORT&H specification/technical note of MORT&H and IRC special publication No. 53 from the reputed source and test result from CRRRI will be produced by the agency.
  - b) The Job mix formula will be got tested from CRRRI New Delhi, NIT Kurukshetra, PEC, Chd., TTI, Chandigarh, Shriram Institute, Delhi and testing charges will be borne by the agency. Nothing shall be paid on this account.
12. (a) After filling the depression of the existing road surface and before applying tack coat, the existing levels of the road, surface and after construction shall be taken jointly by the authorized representative of the contractor and Engineer at grid of point at 10 mtrs. Centre to centre longitudinally in straight reaches but 5 meter at curves as per Clause No. 113.3 of MORT&H specification. The cubic contents of the mix laid compacted and finished shall be computed on the basis of the initial and final levels as per formula approved by the Engineer.
- (b) (i) The contractor shall provide, install, maintain and operate at his own cost in good working condition a weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer or his representative.
  - (ii) Each truck before loading of the mix shall be weighted on the weigh bridge and its weight shall be recorded in the measurement book under the signature of authorized representative of the contractor and of the Engineer.
  - (iii) The truck shall be again weighed on the weigh bridge after loading of the mix and its weight recorded as per prescribed proforma.
  - (iv) The volume shall then be worked out by dividing the weight of the mix laid on particular stretch of the road with average field density of the very particular stretch. For this purpose the average density for the stretch shall be determined by the actual determination of field density by core cutter method. The test will be carried out at the rate of minimum of one test per 700 sqm area as prescribed in MORT&H specification.
- (c) (i) For purpose of payment, volume worked out by actual levels as laid down in para 8 (a) and determination of volume by density methods as per Para (b) and theoretical volume with designated thickness and area will be considered and the lowest value of the three shall be adopted.
  - (ii) In case the contractor/Engineer feels that there are substantial undulation at site and additional material is to be consumed on account of this and if there is a provision in the estimate undulation/leveling course, the contractor will submit a case/claim to the Engineer with full justification alongwith supporting data i.e. leveling/surveying done at site etc. before execution and Engineer will get the same approved from **Employer** before execution.
13. Unloading of bitumen at plant site will be done in the presence of representative of Engineer. The day to day receipt and issue account of bitumen shall be maintained by the representative of Engineer and signed daily by the contractor or his authorized representative on the performa appearing on subsequent pages.
14. The **Hot Mix Plant** will be so located subject to the approval of the Engineer involving such lead in transportation of the mix so as to avoid its segregation and temperature drop beyond specified limits. The maximum lead should not be more than 25 km.

15. The contractor shall carry out the survey of existing road and submit the proposal for improvement of riding quality including the existing level and final level at his own cost and shall get it approved from the concerned Engineer-In-charge, EDC in writing before commencing the work.
16. When the work under one agreement is being executed, the contractor shall not undertake any other work from same hot mix plant without written permission of the Engineer and shall also make separate arrangement of bitumen for that work.

## **Section-8**

### **MATERIALS AND WORKS TEST REGISTER**

1. A register on prescribed proforma showing test results of materials and work tests will be maintained at the site of work by the NBRC and every entry there of, shall invariably be signed by the contractor or his authorized representatives in token of its correctness.
2. Concrete of any mix ordinary or controlled shall be regularly tested as per Indian Roads Congress (IRC) standard and only such concrete will be accepted which conforms to the standards laid down in IRC 21-2000 standard specifications and code or practice for roads. The concrete declared below standard by the Engineer shall be replaced by the contractor simultaneously taking care of safety and soundness of other members or adjoining part of the same member entirely at his own risk and cost.
3. All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer in accordance with the approved method. The contractor shall afford all such facilities as the Engineer may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer and the cost of testing charges will be borne by the agency.
4. Agency will get the material tested from any laboratory (approved) as directed and whenever required by Engineer and all liability of testing shall be borne by the agency.
5. Bitumen, Cement, steel and other related materials shall be arranged by the agency.
6. The agency to whom the work is allotted will have to produce original vouchers for all quantities in lieu of purchase of bitumen from refinery, steel, cement and bricks from the original manufacturer or other authorized dealers / distributors to the entire satisfaction of the Engineer for ascertaining the genuineness of material. Attested copy of voucher will have to be submitted along with bills.

## SECTION – 9

### FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)

In consideration of the Director, NBRC (hereinafter called "The Government") having agreed under the terms and conditions of Letter of Intene / Agreement No..... dated..... made between .....and ..... (hereinafter called " the said Contractor{s}" ) .for the work ..... (hereinafter called " the said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs. .... (Rupees ..... only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we .....(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rs.....only) on demand by the Government.

2. We ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to ....., unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the ..... day of ..... for .....(indicate the name of Bank)

(Note: The Letter of Intent shall form part of the Agreement)

**SECTION – 10**

**AFFIDAVIT**

I/We have submitted a bank guarantee for the work  
.....  
.....(Name of work)  
Agreement No. ....dated .....from  
.....(Name of the bank with  
full address) to the Director, NBRC,.....  
.....with a view to seek exemption from payment of security  
deposit / performance guarantee in cash. This Bank Guarantee expires on .....

I/We undertake to keep the validity of the bank Guarantee intact by getting it extended from time to time at my/our initiative up to a period of ..... months after the recorded date of completion of the work or as directed by Engineer-in-charge .

I/We also indemnify NBRC, against any loss arising out of non-encashment of the Bank Guarantee, if any.

**Note: The affidavit is to be given by the executants before first class magistrate.**

**COMPLIANCE / DEPARTURE FROM ANY CONDITION**

(No departure shall be entertained unless it is justified with proper argument / reasons)

SL	Reference to clause no. / Page no.	Brief Description	Reasons for departure

(This sheet may be photocopied and used if space is not sufficient)

(Signature of bidder with seal)



## FORMATS TO BE FILLED BY BIDDER

### FORMAT FOR FINANCIAL INFORMATION

S. No.	Description	Details to be filled in by Bidder
<b>A</b>	<b>Annual turnover in the last three financial years.</b>	
1	Year : April 2016 – to March 2017	
2	Year : April 2017 – to March 2018	
3	Year : April 2018 – to March 2019	
<b>B</b>	<b>Financial Information</b>	
I	Year : April 2016 – to March 2017	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
II	Year : April 2017 – to March 2018	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
III	Year : April 2018 – to March 2019	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
C	a. Name of Banker with address	
	b. Date of certificate	
	c. Amount	

S. No.	Description	Details to be filled in by Bidder
D	<b>Credit facilities available to Bidder – Fund and non-fund based such as Cash Credit, Working capital term loans, LCs and Bank Guarantees – Banker’s or Banker’s Letter must be produced.</b>	
	a. Name of Banker with address	
	b. Date of letter of support	
	c. Amount	
E	<b>Bidder’s Financial resources for this maintenance work.</b>	
	a. Own resources	
F	<b>a. Approximate total value of on-going works</b>	
	b. Total value of works to be completed as of now	
	<b>Note:</b> 1) The Bidder should furnish the value of work to be completed as now along with break-up details of each work. 2). The Bidder has to ensure that the list of works covered in this Performa should be same as (List & details of Ongoing works) with Performa of each work.	
G	Anticipated total value of new works for the next financial year.	

**Place:**

**Signature of Bidder .....**

**Date:**

**Official Seal .....**

**Note: Balance sheet, Profit and loss statement, auditor’s report etc. duly signed by Chartered Accountant is required to be attached separately.**

**FORMAT FOR DETAILS OF COMPLETED WORKS IN LAST THREE YEARS**

<b>S. No.</b>	<b>Details required</b>	<b>To be filled by the Bidder</b>
1	Name of work	
2	Location	
3	Client's name and address	Name : Address :
4	Consultants name and address	Name : Address :
5	Total tendered cost of work Agreement No. Date	Rs. .... Agreement No: Date :
6	Total actual cost of work after completion	Rs. ....
7	Excess / less in percentage	.....%
8	Explain if Excess / less is higher by 20% of the tendered cost of work.	
9	Date of commencement	
10	Period of completion	
11	Stipulated date of completion	
12	Actual date of completion	
13	Extended by the contractor, if any Reason for non-completion of work in stipulated time limit / extended time limit, if so furnish details	Yes / No
14	Extension of time granted by the Client, if any. If yes, please specify the reason for extension of time.	Yes / No
15	Brief description of works.	

<b>S. No.</b>	<b>Details required</b>	<b>To be filled by the Bidder</b>
16	Name of Contractor's Engineer in-charge of the Project & Qualifications.	Name: Qualification:
17	Details of specialized work executed under this Contract.	
18	Whether the safety measures were followed? If yes, Please give details	Yes/ No
19	i) Were there any labour strikes? If yes, Please give details.	Yes/ No
	ii) Whether corrective action taken immediately?	Yes/ No
20	Were there any penalties / fines / stop notice / compensation / liquidated damages imposed during execution of the project?  If Yes, Please give amount, details and reason.	Yes/ No  Amount:  Reason :
21	Whether the contract of the work was terminated?  If Yes, furnish the details.	Yes/ No Name of the Project:  Reason:
22	Please specify the details of litigation / arbitration cases, if any, pertaining to works completed. If Yes, furnish the details i.e. Nature of litigation / arbitration. Please furnish whether the litigation is initiated by the Company or against the company.	Yes/ No
23	Attach client's certificate.	Yes/ No

**Place:**

**Date:**

**Signature of Bidder.....**

**Official Seal.....**

**FORMAT FOR DETAILS OF ON-GOING WORKS**

<b>S. No.</b>	<b>Details required</b>	<b>To be filled by the Bidder</b>
1	Name of work	
2	Location	
3	Client's name and address	Name:  Address:
4	Consultants name and address	Name:  Address:
5	Total tendered cost of work (Agreement No. and Date)	Rs.....
6	(a) Brief description of works.	
7	i) Percentage of physical completion	
	ii) Amount billed for the work completed	
	iii) Cost of work remaining to be executed as on the date of submission	
	iv) Stipulated date of completion	
	v) Anticipated date of completion	
8	Name of Contractor's Engineer in-charge of the Project & Qualifications	Name:  Address:
9	Details of specialized works under this contract	
10	Specialized works being executed by their own divisions	

<b>S. No.</b>	<b>Details required</b>	<b>To be filled by the Bidder</b>
11	a. Details of the sub-contracted specialized works by the Bidder	
	Total value of work sub-contracted	Rs.....
12	15 i) Were there any labour strikes? If yes, Please give details.	Yes / No
	ii) Whether corrective action taken immediately?	Yes / No
13	Were there any penalties / fines / stop notice / Compensation / liquidated damages imposed? If Yes, Please give amount, details and reason.	Yes / No  Amount:  Reason:
14	Please specify the details of litigation / arbitration cases, if any, pertaining to works ongoing.	Yes / No
15	Attach client's certificate, as may be available (Not below the rank of Director or equivalent)	Yes / No

**Place:**

**Date:**

**Signature of Bidder**

**Official seal**

## FORMAT FOR CERTIFICATES

Enclose Certificate in support of suitability, technical knowledge and capability for having successfully completed similar nature of works in the last seven years.

Also furnish the following details in the enclosed certificate.

<b>S. No.</b>	<b>Name of Works</b>	<b>Period of Work</b>	<b>Name of Client / Owner with Address</b>

**Place:**

**Signature of the bidder**

**Date:**

**Common seal of the Company**

## ACCEPTANCE CERTIFICATE

To,

Director  
National Brain Research Centre  
Nainwal Mode, NH-8,  
Manesar, Gurugram - 122052

I/We \_\_\_\_\_ have read the conditions of tender attached here to and agree to abide by such conditions. I/We offer to do the job of “Providing and laying dense bituminous macadam layer over the existing roads of NBRC, Manesar, Haryana - 122052”

work at the rates quoted in the attached Price bid and in accordance with the specifications, scope of work, general condition of contract etc. in writing of the Engineer-in-charge of National Brain Research Centre and hereby bind myself/ourselves to complete the maintenance work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications and workmanship and instructions referred to in the Notice Inviting Tenders.

In case of acceptance of the tender by National Brain Research Centre, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection to the forfeiture of the Earnest Money Deposit lodged with National Brain Research Centre, Manesar.

Thanking you,

Yours faithfully,

For M/s \_\_\_\_\_  
(Signature of Contractor/Bidder with SEAL)  
Address: \_\_\_\_\_



## **Section-11**

### **PRICE BID - PART (B)**

#### **SCHEDULE OF QUANTITY**

(THIS IS THE ONLY DOCUMENT TO BE SUBMITTED IN THE PART (B) ENVELOPE OF THE PRICE BID)

**Name of work: Providing and laying dense bituminous macadam layer over the existing roads of NBRC, Manesar, Haryana**

#### **GENERAL IMPORTANT NOTES APPLICABLE TO THIS CONTRACT**

1. The rate quoted for the items shall also be inclusive of: -
  - a) Statutory traffic regulations in force shall be considered for transporting material labour etc. and nothing shall be paid extra on account of the restrictions imposed by the local statutory authorities.
  - b) Transporting of material, labour, machinery etc. to all heights and depths including locations of where direct access is non existing and including arranging own arrangement.
  - c) Royalty charges (if any) for transporting earth, bitumen, debris and other materials.
  - d) Restricted storage space for construction material shall be available for at work site.
2. a) No labour / working personnel shall be permitted to stay at working place or in the partly completed building at any time and no land for erection of temporary huts for labour will be made available by the NBRC.  
b) Labourer working at site shall carry identity cards at site which shall be provided by the contractor at his own cost.
3. Security Regulations & rules of NBRC and its constituent units and safety code as stipulated in the conditions of contract shall be strictly followed while movement/deployment of materials and workforces.
4. Tenderer's are advised to acquaint themselves with access to site, location of work local labour problems and any other matter relating to availability and carriage of construction materials.

Signature of Contractor with Date & Seal

## SCHEDULE OF QUANTITY

**(The following is to be filled up without any cutting/overwriting/ inking/erasing etc.)**

S. No.	Description	Unit	Qty.	Rate	Amount (In figure)	Amount (In words)
1	Providing and applying tack coat using bitumen emulsion conforming to IS: 8887, using emulsion pressure distributor including preparing the surface & cleaning with mechanical broom. a) With medium setting bitumen emulsion. i) On bituminous surface @ 0.25kg/sqm	sqm	28879.20			
2	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge.					
a)	50 to 100 mm average compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	cum	1443.81			
3	Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.					
a)	25 mm compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	sqm	14438.10			
4	Supplying and stacking at site.(63*3+22*6)=312sqm					
a)	63 mm to 45 mm size stone aggregate.(312*0.96)	cum	29.95			
b)	Stone screening 11.2 mm nominal size (Type B). (312X0.22)	cum	6.86			
c)	Moorum (312X0.18)	cum	5.62			
5	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road / vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density	cum	46.80			
6	Surface dressing on old surface with hot bitumen of grade VG - 10 of approved quality using 1.95 kg of bitumen per sqm. with 1.50 cum of stone chippings 11.2 mm nominal size per 100 sqm of road surface	sqm	14438.10			

S. No.	Description	Unit	Qty.	Rate	Amount (In figure)	Amount (In words)
	including consolidation with road roller of 6 to 8 tonne capacity, etc. complete.					
7	Providing Retro-reflective regulatory sign board of size 900mm dia meter made out of 2mm thick aluminium sheet, face to be fully covered with high intensity encapsulated lens type retro -reflective sheeting as approved by Engineer-in-charge. Letter, symbols, borders etc. will be as per IRC - 67 with required colour scheme on the boards and with the high intensity grade A. The aluminium sheet to be riveted to M.S. frame of angle iron of size 40x40x4mm. The boards will be fixed to 1 No. 50x50mm square post made of M.S. angle 50x50x4mm, 4m long welded to the frame with adequate anti-theft arrangement .Sheet work to be painted with two or more coats of synthetic enamel paint over an under coat (primer) and back side of aluminium sheet to be painted with two or more coats of epoxy paint including appropriate priming coat complete in all respects as per direction of Engineer-in-charge.	sqm	3.40			
8	Providing, laying and making kerb channel 30cm wide and 50mm thick with cement concrete 1:3:6 (1 cement: 3 coarse sand:6 graded stone aggregate 20mm nominal size) over 75mm bed of dry brick ballast 40 mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth etc. complete and as per direction of Engineer-in-charge.	sqm	1273.20			
9	Providing and applying 2.5 mm thick road marking strips (retroreflective) of specified shade/ colour using hot thermoplastic material by fully/ semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in charge and accordance with applicable specifications.	sqm	954.90			
	<b>Total including GST</b>					

Total amount in words (Rupees .....  
.....)

**Note:** Taxes if any, payable separately may be indicated otherwise it will be treated as inclusive of all taxes.

Date: (SIGNATURE) :  
(NAME) :  
(SEAL) :