



## **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: Supply, Installation, testing and Commissioning of 2 Nos.  
Cold Rooms in IB-1 Building at National Brain Research Centre,  
Nainwal More, NH-8, Manesar, Haryana**

**Notice Inviting Tender No. NBRC/Engg/2020/01**

	<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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**Name of work: Supply, installation, testing and commissioning of 2 Nos. Cold Room in IB-1 Building at NBRC, Manesar, Haryana.**

**I N D E X**

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



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### **PART (A)**

Sealed tenders are invited from the Manufacturer/Authorized Dealers/experienced specialized agencies for Cold Stores of make Blue Star/Voltas/Carrier/Daikin or equivalent for the work of “Supply, installation, testing and commissioning of 2 Nos. Cold Room in IB-1 Building at NBRC, Manesar, Haryana”.

Tenders are called in two bids in which Bid-A is Technical cum Eligibility Bid and Bid-B is Financial Bid.

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 ₹300/- alongwith tender cost. The mailing of tender will be wholly at the risk of the tenderers.

Last date of sale of tender documents is 28<sup>th</sup> February 2020.

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

<http://www.nbrc.ac.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 – ₹15,00,000/- (The estimate, however, is given merely as a rough guide)  
b) EMD – ₹30,000/-

**2.2** **Criteria for eligibility.**

Experience of having successfully completed works during last seven years ending last day of the month previous to the one in which applications are invited.

Three similar works each of value not less than 40% of the estimated cost put to tender.

OR

Two similar works each of value not less than 60% of the estimated cost put to tender.

OR

One similar work of value not less than 80% of the estimated cost put to tender.  
All amounts rounded off to the nearest Rs. 10 Lacs.

“**Similar work**” means the work related to cold room with allied civil and electrical works.

- 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 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.
- 2.3** *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 (Part-A).
- 2.5.** The time allowed for carrying out the work will be **Two (02) months** from the date of start as defined in schedule “**F**”.
- 2.6** Tender documents consisting of plans, specifications (CPWD), price bid 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

**2.7 Time Schedule: -**

- Date of viewing or downloading of tender document **18.02.2020 to 28.02.2020**.
- Last date of submission of bid **02.03.2020 (1500 hrs)**
- Last date of opening of technical bid documents **02.03.2020 (1530 hrs)**

**2.8** The tenderer shall have to deposit amount of **₹30,000/-** 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 Part-A (Technical Bid) of 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 (Part B) 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. 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 and all other services required for executing the work. 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.

**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 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.**
- 2.17 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.
  - General Conditions of Contract 2019 of CPWD (with upto date correction slip)
- 2.18 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.
- 2.19 In case of any difference / ambiguity between English & Hindi versions, English version shall prevail.
- 2.20 The department shall deduct Income Tax on the value of work done from each bill of the contractor as per prevailing Government instructions/orders.
- 2.21 **Litigation History:** The Applicant 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.
- 2.22 **Disqualification:** Even through the Applicant 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
- 2.23 **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 “Supply, installation, testing and commissioning of 2 Nos. Cold Room in IB-1 Building at NBRC, Manesar, Haryana”.

- i. To be submitted by 1500 hours on 02.03.2020 to NBRC, Manesar.
- ii. To be opened in presence of tenderers who may be present at 1530 hours on 02.03.2020 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 ₹30,000/- 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.	<b>(Not applicable)</b>			
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      Labours should not stay at NBRC campus during off duty hours

### **SCHEDULE 'E'**

General conditions of contract for NBRC works-

**GCC construction work 2019 of CPWD, with upto date correction slips**

**Name of work:** Supply, installation, testing and commissioning of 2 Nos. Cold Room in IB-1 Building at NBRC, Manesar, Haryana

Estimated cost of work:	<u>₹15,00,000/-</u>
i. Earnest money	<u>₹30,000/-</u>
ii. Performance Guarantee	5% of tendered value
iii. Security Deposit	2.5% of tendered value

## **SCHEDULE 'F'**

### **GENERAL RULES AND DIRECTIONS**

Officer Inviting Tender : **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 GCC 2019, CPWD Form 7/ 8 as modified & corrected upto : **15.02.2020**

#### **Clause 1**

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying there offrom the date of issue of letter of acceptance 10 days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) 07 days\*  
\*\*\* 07 days\*

\*\*\* (1 to 15 days to be filled by NIT approving authority)

**Clause 2**

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

**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
- (iii) Shifting of date of start in case of delay in handing over of site \_\_\_\_\_ Director, NBRC

**PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site**

Part	Portion of site	Description	Time Period of handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Complete work	10 days
Part B	Portions with encumbrances	Not applicable	..NA..
Part C	Portions dependent on work of other agencies	Not applicable	..NA..

**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 at 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 (Civil) 2009 Vol. I & II.**

**General Specifications for Heating, Ventilation & Air-Conditioning (HVAC) – 2017.**

**For electrical work: CPWD specifications 2013 internal.**

**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	-	As nominated by Director, NBRC
Member	-	..do..

### Clause 32

#### 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	E&M	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 38

- i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2019 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, Section 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		
(iv)	Bitumen issued free		
(v)	Bitumen issued at stipulated fixed price		



## 5. GENERAL 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. '**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.
  - g. '**Temporary Work**' means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
  - h. '**Accepting authority**' shall mean the authority mentioned in Schedule.
  - i. '**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.

- j. **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.
  - k. **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
  - l. **Department** means National Brain Research Centre which invites tenders on behalf of Director, NBRC as specified in schedule.
  - m. **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 for Delhi 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 work to maximum possible extent by using the latest T & P / machinery and equipment etc. He shall use M.S. 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 M.S. 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 / CPM 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 design and drawing may be revised any time during execution of work by competent authority. No claim shall be entertained on this account

21. The work may be inspected by **Central Vigilance Commission / Chief Technical Examiner** 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.
22. The contractors/bidders should have experience of similar work and also completed the same work in stipulated time period only.
23. 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.
24. 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.
25. Before commencement of the work, the contractor shall correlate nomenclature of the items with all the relevant 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 execution of work under the item. Nothing extra shall be payable on this account.
26. 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.
27. 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.
28. 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.
29. The contractor shall also employ necessary watch and ward establishments for the safe custody of material at his own cost.
30. 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.
38. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc.
39. 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.
40. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials brought to site.
41. 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.
42. The existing drains, cables over-hand wires, false ceiling, ducting, 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.
43. 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.

44. 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.
45. 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.

**6- FORM OF BANK GUARANTEE BOND****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)

## INDENTURE FOR SECURED ADVANCE

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)

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### NATIONAL BRAIN RESEARCH CENTRE

**State** : **Haryana**  
**Administration** : **National Brain Research Centre**  
**Division** : **Engineering Section**

THIS INDENTURE made the.....day of .....19..... BETWEEN ..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of the one part and the Director , NBRC (hereinafter called the Director which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated ..... (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Director that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works, he subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the Director has agreed to advance to the contractor the sum of Rs ..... on the security of materials, the quantities and other particulars of which are detailed in Part-II of a Running Account Bill (B) for the said works signed by the contractor on ..... and the Director has reserved to himself the option of making any further advances on the security of other materials brought by the contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. .... on or before the execution of these presents paid to the contractor by the Director (the receipt where of the contractor both hereby acknowledge and of such further advance, if any, as may be made to him as aforesaid the contractor both hereby convenient and agree with the Director and declare as follows:

1. That the said sum of Rupees .....so advanced by the Director to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expenditure the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Director as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receives a further advance on the security of materials which are not absolutely his own property and free from encumbrance of any kind and the contractor indemnifies and Director against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter to be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Assistant Engineer (C) of the said works, Civil Engineering Division (hereinafter called "the Assistant Engineer) and in the terms of the said agreement.



4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe-custody and protections against all risks of the said materials and that until used in construction as aforesaid said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Assistant Engineer or any officer authorised by him. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree that is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Assistant Engineer.

5. That the said materials shall not on any account be removed from the site of the works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.

6. That the advance shall be repayable in full when or before contractor receives payment from the Director of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the contractor on account of work done thereon the occasion of each such payment the Director will be at liberty to make a recovery from the contractor's bill for such payment by deduction there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of the each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances what may still be owing to the Director shall immediately on the happening of such default be repayable by the contractor to the Director together with interest thereon at twelve percent per annum from the date of respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Director in or for the recovery thereof or the enforcement of this security or otherwise by reasons of the default of the contractor and contractor hereby covenants and agrees with the Director to repay and pay the same respectively, to him accordingly.

8. That the contractor hereby charges all the said materials with the repayment to the Director of the said sum of Rs. ....

and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for Payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance there with the Director may at any time thereafter adopt all or any of the following courses as he may deemed best.

a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these present and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the Director on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sum, aforesaid repayable or payable to the Director under these presents and pay over the surplus (if any) to the contractor.

c) Deduct all or any part of the money owing out of the security deposit or any sum due to the contractor under the said agreement.

9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advances shall not be payable.

10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Director / Tender Inviting Authority, National Brain Research Centre, time being in force shall apply to any such reference.

IN WITNESS thereof the said.....and .....

by the order under the direction of the Director have hereinto set their respective hands the day and year first above written.

Signed, sealed and delivered by the said contractor in the presence of :

Witness

Signed by

by the order and direction of the Director in the presence of:

Witness

{  
Signature  
Name  
Address

{  
Signature  
Name  
Address

\*\*\*\*\*

## **7. 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.**

## **8. Technical Specification**

**Functional requirement:-** Cold Store at + 4 degree C :- It is desired to construct Cold Store fabricated out of pre-fabricated PUF panels to store C-elegans, formalin fixed tissue, slides (cryosections), other biological samples like blood, CSF, ECF. The cooling shall be required from +4 Deg C to +6 Deg C (having a system to change temperature setting as required) 24 hours. The room shall be complete with PUF doors and locking arrangements.

**Design Parameter: -** This Cold Store is to be designed to store C-elegans, formalin fixed tissue, slides (cryosections), other biological samples like blood, CSF, ECF at 4-degree C. The temperature of the incoming product shall be 25-30 degree Centigrade.

**Scope of work:-** This is a turnkey job. It includes design, supply erection and commissioning of complete cold store room. The scope of work is: -

1. Supply & installation of pre-fabricated PUF Panels for construction of cold store. The panel should be fabricated from 0.5mm thick internal finish should be of stainless steel SS-304 and outer finish should be of pre-painted GI sheet, puff thickness 60mm.
2. Supply of Kota stone and fixing on PUF slabs for flooring. The floor should be designed to withstand heavy duty work of routine work including movement of loaded trolleys etc. Minimum size of each Kota stone slab i.e. 2100Sq.cm. to 5000Sq.cm. and thickness 25mm to 30mm including PCC (1:2:4), wire mesh jalli over puff slab, waterproofing etc. complete in all respect or as per direction of EIC.
3. Dismantling existing doors and false ceiling (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead
4. Providing and fixing false ceiling of tapered edge calcium silicate board made with calcareous & siliceous materials reinforced with cellulose fiber manufactured through autoclaving process to give stable crystalline structure with compressive strength 225 kg/ sq.cm, Bending strength 100 kg/sq.cm. including plastic paint over false ceiling complete in all respect or as per direction of EIC.
5. Supply and installation of **1 No. door** of thickness 60mm PUF panel internal SS and outer PP-GI, size 1 Mtrs. width, 1.82 Mtr. high.
6. Supply and installation of suitable numbers of CFC free (R404a/ R134a) refrigeration machines with each cold store completely independent and 100% stand by unit suitable to maintain the required temperature. The unit should be split type having condenser to be located outside.
7. The refrigeration plant should have complete auto operation. No attendant should be required for the same.
8. All safety requirements are to be incorporated.
9. Ambient temperature for design is 45-degree C.
10. The salient features of PUF Panel required are: -
  - (i) Cam locking system.
  - (ii) Ozone friendly R – 141, blown foam, wall & ceiling insulation 60mm with 0.5mm sheet and density 40Kg. per cum.
  - (iii) High 90-95% closed cells for lesser moisture absorption.
  - (iv) Panels compressive strength 1.2 -2.6 Kg /CM<sup>2</sup>

- (v) Self extinguishing passed as per ASTM D 1692
  - (vi) Door closers.
  - (vii) Long life door lock and hinges.
  - (viii) LED light
  - (ix) View Ports.
  - (x) Kick plates.
  - (xi) K – Factor – 0.14.
  - (xii) U – Factor – 0.019-0.022.
11. One No. strip curtain with 50% overlap to be provided at the door of cold store.
  12. Alarm for cold store room as per legal requirement is to be supplied and installed.
  13. Complete installation and commissioning of the cold store room is included.
  14. The other technical details with regard to Cold Store Room and cooling unit to be supplied are given in the attached sheet.

**a. Cold room for laboratory / biological samples in IB-1 Building.**

S. No.	Description Items
1	Prefabricated PUF Panels to prepare a room of size (Lx W x H) 15'10" x 10'2" x 9'11" below coffer. The coffer height is 1'6".
2	Cold Room temperature + 2 to +6 Deg. C
3	Pre-fabricated PUF panels for floor with top layer of Kota stone.
4	Supply of 1 No. flush type Door without strip curtain.
5	Heat Load: Please indicate the Heat Load in British Thermal Units Per Hour (BTUH), minimum heat load will be 20000 BTUH approx. Air cooled condensing unit comprises of two machines with common system, both start initially and one get switched off as required temperature is attained. Condensing unit of Danfoss make 2HP (20,000 btu/hrs.). Quantity 2 Nos. (1 Working + 1 Stand by). Refrigerant R-404a/ 134a.
6	Evaporator unit matching with condensing unit complete with coil section and suitable defrosting arrangement (Euro vent standard) make <b>Star Coolers / GEA / Blue Star or equivalent</b> . Evaporating unit Casing should be of SS-304. Quantity 2 Nos. (1 Working + 1 Stand by). Refrigerant R-404a/134a.
7	Split Type Units with 100% stand by
8	Refrigeration units are automatic without any operator
9	Safety equipment's are incorporated ➤ HP/LP cut out & Thermostat controlled unit. ➤ Safety release lever to open the cold room from inside in case some person is locked inside the cold room.
10	Design at ambient temperature of 45 Deg C
11	Ozone friendly R – 141 blown foam at 40 ± 2 Kgs. / Cubic Mtr
12	High 90-95% closed cells
13	Strip curtains one with each cold room
14	Safety alarm
15	Refrigerant piping with copper pipes, Drain piping and Suction Line Insulation.

S. No.	Description Items
	The agency should also take up civil works for fabrication, grouting of frame, platform for condensing, and evaporator units and drain systems
	Maximum of 12 to 15 m for Suction line.
	Maximum of 12m for Liquid line with first ref. Charge.
	Quantity 2 Lot. (1 W + 1 S)
16	Refrigerant controls that includes
	a) Thermostatic expansion valve.
	b) Liquid line and filter drier
	c) HP/LP switches
	d) Protection by thermostats
	Make Danfoss / Equivalent or as approved by Engineer-In-Charge.
	Quantity 2 Lot (1 W + 1 S).
17	Electrical starter panel with control cabling digital temperature indicator cum controller for auto defrost system. 1 Set.
18	Puff panel of 60mm with view port with vapor proof lighting in the room. 1 Set.
19	Safety alarm for the room with one no of strip curtains. 1 Set.
20	Three phase voltage stabilizer, voltage range 352 to 480 Volts.
21	The firm should take the complete responsibility of commissioning the unit.
22	Total Warranty for compressor = Five Years Standard Warranty for Total Cold Room = Three Years
23	Service center should be based at Delhi NCR.
24	Firm should be liable to provide the breakdown service within 24 hours

**b. Cold room for food products in Cafeteria of IB-1 Building.**

S. No.	Description Items
1	Prefabricated PUF Panels to prepare a room of size (Lx W x H) 7'9" x 7'9" x 11' below coffer.
2	Cold Room temperature 0 Deg. C to + 4 Deg. C
3	Pre-fabricated PUF panels for floor with top layer of Kota stone.
4	Supply of 1 No. flush type Door without strip curtain.
5	Heat Load: Please indicate the Heat Load in British Thermal Units Per Hour (BTUH), minimum heat load will be 15000 BTUH approx. Air cooled condensing unit comprises of two machines with common system, both start initially and one get switched off as required temperature is attained. Condensing unit of Danfoss make 1HP (15,000 btu/hrs). Quantity 2 Nos. (1 Working + 1 Stand by). Refrigerant R-404a/ 134a.
6	Evaporator unit matching with condensing unit complete with coil section and suitable defrosting arrangement (Euro vent standard) make <b>Star Coolers / GEA / Blue Star or equivalent</b> . Evaporating unit Casing should be of SS-304.
	Quantity 2 Nos. (1 Working + 1 Stand by). Refrigerant R-404a/134a.
7	Split Type Units with 100% stand by
8	Refrigeration units are automatic without any operator
	Safety equipment's are incorporated

S. No.	Description Items
9	➤ HP/LP cut out & Thermostat controlled unit.
	➤ Safety release lever to open the cold room from inside in case some person is locked inside the cold room.
10	Design at ambient temperature of 45 Deg C
11	Ozone friendly R – 141 blown foam at 40 ± 2 Kgs. / Cubic Mtr
12	High 90-95% closed cells
13	Safety alarm
14	Refrigerant piping with copper pipes, Drain piping and Suction Line Insulation.
	Maximum of 7 to 10 m for Suction line.
	Maximum of 10m for Liquid line with first ref. Charge.
	Quantity 2 Lot. (1 W + 1 S)
15	Refrigerant controls that includes
	a) Thermostatic expansion valve.
	b) Liquid line and filter drier
	c) HP/LP switches
	d) Protection by thermostats
	Make Danfoss / Equivalent or as approved by Engineer-In-Charge.
Quantity 2 Lot (1 W + 1 S).	
16	Electrical starter panel with control cabling digital temperature indicator cum controller for auto defrost system. 1 Set.
17	Puff panel of 60mm with view port with vapor proof lighting in the room. 1 Set.
18	Safety alarm for the room.
19	Three phase voltage stabilizer, voltage range 352 to 480 Volts.
20	The firm should take the complete responsibility of commissioning the unit.
21	Total Warranty for compressor = Five Years Standard Warranty for Total Cold Room = Three Years
22	Service center should be based at Delhi NCR.
23	Firm should be liable to provide the breakdown service within 24 hours

## SECTION – 9

### 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	

S. No.	Description	Details to be filled in by Bidder
	b. Date of certificate	
	c. Amount	
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	
	b. Banker’s or Banker’s credits	
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

<b>S. No.</b>	<b>Details required</b>	<b>To be filled by the Bidder</b>
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.	
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	

<b>S. No.</b>	<b>Details required</b>	<b>To be filled by the Bidder</b>
10	Specialized works being executed by their own divisions	
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:**

**Date:**

**Signature of the bidder**

**Official 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 “Supply, installation, testing and commissioning of 2 Nos. Cold Room in IB-1 Building at 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 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 Official Seal)  
Address: \_\_\_\_\_



## PRICE BID

### PART (B)

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

**Name of work: Supply, installation, testing and commissioning of 2 Nos. Cold Room in IB-1 Building at NBRC, Manesar, Haryana.**

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

S. No.	Item Description	Rates to be quoted in figure	Rates to be quoted in Words
1.	<p><b><u>Cold room for laboratory / biological samples in IB-1 Building:</u></b></p> <p>Supply, installation, testing and commissioning of cold room of prefabricated polyurethane foam (PUF) panels of thickness 60mm (density 40Kg/Cum <math>\pm</math> 2 kg/cum of room size of 4830 X 3100 X 3030 mm. The wall panel should be fabricated from 0.5mm thick internal finish should be of stainless steel (SS-304) and outer finish should be of pre-painted GI sheet. The cold room shall be having 1 No. door of thickness 60 mm PUF panel internal SS and outer PP GI, Size 1 X 1.82 mtr. Flooring should be of Kota stone on existing floor both side metal surface and wire mesh. PUF slab insulation in both side with tar felt sheet complete in all respect as required at site.</p> <p>Providing and installation of Pre-assembled and tested Refrigeration System to maintain the temperature +4 Deg C to +6 Deg C with condensing unit. The refrigeration unit shall be complete with SS indoor unit comprising with suitable capacity, evaporative fan with motor, insulated drain pan, insulated condensate drain pipe from evaporative unit to nearest drain pit, digital type temperature meter cum indicator including starters, adequate power and control wiring, tinned copper earthing, condensate drain piping etc. Epoxy painted MS platform stand with weather proof hood for outdoor unit (condenser units). The outdoor unit shall comprise of minimum 20000 BTU (Minimum) hermetically sealed compressor operated on three phase 415 V/3Ph/ 1 PH/ 50Hz A/C Power supply and air-cooled condenser with fan motor for handling bacterial culture load of 250 Kg/day. The job includes Suitable size insulated refrigerant piping, cable / wire from outdoor to indoor unit and shall be complete with electrical control panel / safety device etc. (1 Working + 1 Standby = 02 Nos.)</p>		

S. No.	Item Description	Rates to be quoted in figure	Rates to be quoted in Words
	<p>All as per technical specification (attached as Section-8) and instructions of EIC. The bidder shall include all the items required to put the cold room into service to maintain +4 deg. C temperature after conducting all the tests as per specifications, air conditioning and refrigeration / cold room standards at no extra cost whether specifically specified or not. The most stringent shall be followed.</p>		
2.	<p><b><u>Cold room for food products in Cafeteria of IB-1 Building:</u></b></p> <p>Supply, installation, testing and commissioning of cold room of prefabricated polyurethane foam (PUF) panels of thickness 60mm (density 40Kg/Cum <math>\pm</math> 2 kg/cum of room size of 2400 X 2400 X 3350 mm. The wall panel should be fabricated from 0.5mm thick internal finish should be of stainless steel (SS-304) and outer finish should be of pre-painted GI sheet. The cold room shall be having 1 No. door of thickness 60 mm PUF panel internal SS and outer PP GI, Size 1 X 1.82 mtr. Flooring should be of Kota stone on existing floor both side metal surface and wire mesh. PUF slab insulation in both side with tar felt sheet complete in all respect as required at site.</p> <p>Providing and installation of Pre-assembled and tested Refrigeration System to maintain the temperature +2 Deg C to +4 Deg C with condensing unit. The refrigeration unit shall be complete with SS indoor unit comprising with suitable capacity, evaporative fan with motor, insulated drain pan, insulated condensate drain pipe from evaporative unit to nearest drain pit, digital type temperature meter cum indicator including starters, adequate power and control wiring, tinned copper earthing, condensate drain piping etc. Epoxy painted MS platform stand with weather proof hood for outdoor unit (condenser units). The outdoor unit shall comprise of minimum 15000 BTU (Minimum) hermetically sealed compressor operated on three phase 415 V/3Ph/ 1 PH/ 50Hz A/C Power supply and air-cooled condenser with fan motor for handling food product of load 250 Kg/day. The job includes Suitable size insulated refrigerant piping, cable / wire from outdoor to indoor unit and shall be complete with electrical control panel / safety device etc. (1 Working + 1 Standby = 02 Nos.)</p> <p>All as per technical specification (attached as Section-8) and instructions of EIC. The bidder shall include all the items required to put the cold room into service to maintain +4 deg. C temperature after conducting all the tests as per specifications, air conditioning</p>		

S. No.	Item Description	Rates to be quoted in figure	Rates to be quoted in Words
	and refrigeration / cold room standards at no extra cost whether specifically specified or not. The most stringent shall be followed.		
	<b>Total</b>		
	<b>GST</b>		
	<b>Gross Total</b>		

(In words \_\_\_\_\_  
\_\_\_\_\_)

**Note:**

1. **The Bidders are advised to visit the site of work to acquaint themselves with the type and details of work.**
2. In case of tie in the financial bids, the agency which is having more turnover (average turnover last three years) will be considered as L1.
3. The BOQ is only indicative and bidders should consider scope of work as mentioned in the tender document before quoting their rates

**It is to certify that I/We before filling & signing this (Part-B) Price Bid have read and fully understood the terms & conditions of the tender documents and undertake myself/ ourselves to abide by them.**

Date: \_\_\_\_\_ (SIGNATURE) : \_\_\_\_\_  
 \_\_\_\_\_ (NAME) : \_\_\_\_\_  
 \_\_\_\_\_ (OFFICIAL SEAL) : \_\_\_\_\_