#### **MILITARY ENGINEER SERVICES**

#### SPL REPARIRS / REPLACEMENT OF UN SERVICABLE HPSV LIGHTS FITTINGS WITH ENERGY EFFECIANT LED LIGHTS FITTINGS AND CONNECTED WORK IN DOMESTIC AREA AT A/F STATION **MAHARAJPUR**

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Signature of Contractor

-sd- (digitally) (N K Vohra) DCWE (Contracts) For Accepting Officer

Dated:

\*These documents are not attached with the tender and can be seen in the office of CWE (AF) Maharajpur/GE(AF) Adm Area Maharajpur, Gwalior, during working hours.

Tele: 2479104	Headquarters
	Commander Works Engineers (AF) Maharajpur, Gwalior (M.P) - 474 020
	Manarajpur, Gwanor (M.P) - 474 020
84048/ 03 / E8	25 Sep2018
M/S	

#### SPL REPARIRS / REPLACEMENT OF UN SERVICABLE HPSV LIGHTS FITTINGS WITH ENERGY EFFECIANT LED LIGHTS FITTINGS AND CONNECTED WORK IN DOMESTIC AREA AT A/F **STATION MAHARAJPUR**

Dear Sir,

- Tender documents in respect of above work are uploaded on the site www.defproc.gov.in. The tender is on single stage two cover e-tendering system. The contents of Cover I & Cover II are specified in NOTICE OF TENDER.
- Bids will be received online by ACCEPTING OFFICER upto the date and time mentioned in 2. the **NOTICE INVITING TENDER (NIT)**. No tender/bid will be received in physical form and any tender/bid received in such manner will be treated as non bonafide tender/bid.
- Bid will be opened on due date and time fixed for opening in the presence of tenderers/bidders or their authorised representatives, who have uploaded their quotation bid and who wish to be present at the time of opening the bids.
- Your attention is also drawn to instruction on filling and submission of tender attached herewith. You may forward your points on tender documents and/or depute your technical representative for discussion on tender/drawings and to clarify doubts, if any, on or before **03 Oct 2018 by 1700 Hours.** You are requested not to write piece meal points and forward your points duly consolidated before due date viz **03 Oct 2018**.
- Un-enlisted contractors are required to submit the scanned copies (in pdf files) of documents required as per eligibility criteria mentioned in instructions for filling the tender documents and Appendix 'A' to NITalongwith EARNEST MONEY DEPOSIT (EMD) and tender fee on e-procurement portal and submit the physical documents in the office of HQ CWE (AF) Maharajpur within time limit specified in NIT. Inadequacy/deficiency of documents shall make the bid liable for rejection resulting in disqualification for opening of finance bid.
- 6. (a) Contractor having not executed standing security bond and standing security deposit in any MES formation shall upload scanned copy of EARNEST MONEY DEPOSIT (EMD) mentioned in Notice of Tender and shall ensure receipt of hard copy of EMD in the office of tender issuing authority before date & time fixed for this purpose. In case of failure to abide by any of these two requirements, the finance bid will not be opened.
  - Contractor having not executed standing security bond and standing security deposit in any MES formation would be required to deposit individual security deposit on acceptance of tender which will be calculated with reference to the tendered cost as per scales laid down by MES for calculation of "EARNEST MONEY" enhanced by 25% subject to maximum of Rs. 18,75,000.00 (Rupees eighteen lakhs seventy five thousand only).

#### TENDER FORWARDING LETTER CONTINUED.....

- 7. Enlisted contractors of MES shall submit the scanned copies (in pdf files) of enlistment letter, tender fee and such other documents as mentioned in Appendix 'A' to **NIT** on e-procurement portal and submit the physical documents in the office of HQ CWE (AF) Maharajpur before the date & time fixed for this purpose.
- 8. The contractor must ensure that the tender/bid on the proper form is uploaded in time as the Accepting Officer will take no cognizance of any quotations/offer received in any other electronic or physical form like email/fax/by hand/through post from tenderer/bidder even if they are received in time.
- 9. In view of delays due to system failure or other communication related failures, it is suggested that the tender/bid be uploaded, if necessary, sufficiently in advance of the last due date and time fixed.
- 10. General Conditions of Contracts (IAFW-2249) (1989 Print) and errata and amendments thereto, Schedule of minimum fair wages and MES SSR (Part-I and Part-II) are not enclosed with these documents. These are available for perusal in the Office of GE concerned and this office.
- 11. ANY TENDERER, WHICH PROPOSES ALTERATIONS TO ANY OF THE CONDITION, SPECIFICATIONS LAID DOWN IN THE TENDER DOCUMENTS OR ANY NEW CONDITION, WHATSOEVER, IS LAIBLE TO BE REJECTED.

Yours faithfully,

Signature of Contractor Dated:

-sd- (digitally)
(N K Vohra)
DCWE(Contracts)
For Accepting Officer

#### **INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER**

#### 1. **EARNEST MONEY DEPOSIT (EMD)**

Contractor(s) who are not enlisted with MES/who are enlisted but have not executed the standing security bond shall submit Earnest Money Deposit as detailed in Notice of Tender in one of the following forms, alongwith their tender/bid:-

- (a) Deposit at Call Receipt from a Scheduled Bank in favour of Garrison Engineerconcerned.
  - (b) Receipted Treasury Challan, the amount being credited to the Revenue Deposit of Garrison Engineer concerned.

It is advisable that Earnest money is deposited in the form of deposit call receipt from an approved Schedule Bank for easy refund. In case the tenderer/bidder wants to lodge 'EARNEST MONEY DEPOSIT' in any other form allowed by MES, a confirmation about its acceptability will be obtained from the Accepting Officer well in advance of the bid submission end date and time. Earnest Money Deposit shall be submitted in the name of concerned GE.

NOTES:Earnest Money Deposit (EMD) in the form of cheque/Bank Guarantee etc will not be accepted, NON-SUBMISSION OF EARNEST MONEY DEPOSIT (EMD) (scanned copy alongwith Technical Bid & hard copy before the date & time fixed for opening of BOQ) WILL RENDER THE BID DISQUALIFIED FOR OPENING OF COVER II (FINANCE BID).

#### 2. **SECURITY DEPOSIT**

In case the tender/bid submitted by such contractor who is not enlisted with MES is accepted, the contractor will be required to lodge with the Controller of Defence Accounts 'INDIVIDUAL SECURITY DEPOSIT' calculated with reference to TENDERED COST as notified by the Accepting Officer subject to a maximum of Rs. 18,75,000.00. The amount is required to be lodged within 30 (Thirty) days of the receipt by the contractor of notification of acceptance of tender/bid, failing which the sum shall be recovered from the 1<sup>st</sup> RAR payment or from the Final Bill (See Condition 22 of GCC(IAFW-2249).

# 3. CONTRACTORS ENLISTED WITH CHIEF ENGINEER CENTRAL COMMAND AND WHO HAVE EXECUTED STANDING SECURITY BOND AND DEPOSITED STANDING SECURITY DEPOSIT BUT OF LOWER CLASS

In case the tender/bid is accepted, the amount of Additional Security Deposit will be as notified by the Accepting Officer. The amount will be the difference between "Individual Security Deposit" calculated with reference to the "TENDERED COST" and "Standing Security Deposit" lodged. The amount is required to be lodged within 30 (Thirty) days of the receipt by the contractor of notification of acceptance of tender/bid, failing which the sum shall be recovered from the 1<sup>st</sup> RAR payment or from the Final Bill (See Condition 22 of GCC(IAFW-2249).

## 4. <u>CONTRACTORS ENLISTED IN MES FORMATIONS OTHER THAN CE CENTRAL COMMAND</u>

Contractors whose names are on the approved list of any MES formations i.e. other than CE Central Command and who have deposited Standing Security and have executed Standing Security Bond may tender/bid without depositing Earnest Money with the bid and if the Accepting Officer decides to accept the tender/bid, such tenderers will be required to lodge Security Deposit as notified by the Accepting Officer. The amount is required to be lodged within 30 (Thirty) days of the receipt by the contractor of notification of acceptance of tender/bid, failing which the sum shall be recovered from the 1st RAR payment or from the Final Bill.

#### INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER CONTINUED......

#### 5. **GENERAL INSTRUCTIONS FOR COMPLIANCE**

- 5.1 The bids received only in the electronic form will be considered. All bid shall be submitted on 'www.defproc.gov.in' portal. Documents should be scanned and forwarded in 'pdf' form and 'xls' form as indicated.
- 5.2 Bids shall be uploaded on <a href="www.defproc.gov.in">www.defproc.gov.in</a> portal on or before the bid closing date mentioned in the tender. No tender/bid in any other electronic or physical form like email/fax/by hand/through post will be considered.
- 5.3 Bids should be DIGITALLY signed using valid DSC. All pages of tender documents, corrections/alterations shall be signed/initialed by the lowest bidder after acceptance.
- 5.4 Drawings, if issued in physical form, must be returned duly initialed by the tenderer/bidder in separate envelope indicating his name and address.
- 5.5 The tender shall be signed, dated and witnessed at all places provided for in the documents after acceptance. All corrections shall be initialed. The Contractor shall initial every page of tender and shall sign all drawings forming part of the tender. Any tender/bid, which proposes alterations to any of the conditions whatsoever, is liable to be rejected.
- In the technical bid, a scanned copy of Power of Attorney in favour of the person uploading the bid using his/her DSC shall be uploaded. In case the digital signatory himself is the sole proprietor, scanned copy of an affidavit on stamp paper of appropriate value to this effect stating that he has authority to bind the firm in all matters pertaining to contract including the Arbitration Clause, shall be attached in 'pdf' form. In case of partnership concern or a limited company, digital signatory of the bid/tender shall ensure that he is competent to bind the contractor (through partnership deed, general power of attorney or Memorandum and Articles of Association of the Company) in all matters pertaining to the contracts with Union of India including arbitration clause. A scanned copy of the documents confirming of such authority shall be attached with the tender/bid in 'pdf' form, if not submitted earlier. The person uploading the bid on behalf of another partner(s) or on behalf of a firm or company using his DSC shall upload with the tender/bid a scanned copy (in 'pdf' form) of Power of Attorney duly executed in his favour by such other or all of the Partner(s) or in accordance with constitution of the company in case of company, stating that he has authority to bind such other person of the firm or the Company, as the case may be, in all matters pertaining to the contract including the Arbitration Clause.
- 5.7 Even in case of Firms or Companies which have already given Power of Attorney to an individual authorising him/her to sign tender in pursuance of which bids are being uploaded by such person as a routine, fresh Power of Attorney duly executed in his favour stating specially that the said person has authority to bind such partners of the Firm, or the Company as the case may be, including the condition relating to Arbitration Clause, should be uploaded in 'pdf' form with the tender/bid; unless such authority has already been given to him by the Firm or the Company. It shall be ensured that power of attorney shall be executed in accordance with the constitution of the company as laid down in its Memorandum & Article of Association.
- 5.8 Hard copies of all above documents should be sent by the contractor to the tender issuing authority well in advance to be received before the date & time fixed for the same.
- 5.9 Bid (Cover 1&2) shall be uploaded online well in time.

#### INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER CONTINUED.....

- 5.10 The contractor shall employ Indian Nationals after verifying their antecedents and loyalty. Attention is also drawn to special condition 22 referred hereinafter and also conditions 24 & 25 of IAFW 2249 (General conditions of contract).
- 5.11 Tenderers/bidders who uploaded their priced tenders/bids and are desirous of being present at the time of opening of the tenders/bids, may do so at the appointed time.
- 5.12 The tenderer/bidder shall quote his rate on the BOQ file only. No alteration to the format will be accepted, else the bid will be disqualified and summarily rejected.
- 5.13 In case the tenderer/bidder has to revise/modify the rates quoted in the BOQ (excel sheet) he can do so only in the BOQ, through eprocuremes.gov.in site only before the bid closing time and date.

## 6. <u>REVOKATION/REVISION OF OFFER UPWARD/ OFFERING VOLUNTARY REDUCTION,</u> AFTER OPENING OF FINANCIAL BIDS BY LOWEST BIDDER

In the event of lowest tenderer/bidder revoking his offer or revising his rates upward/offering voluntary reduction, after closing of bid submission date & time, his offer will be treated as revoked and the Earnest Money deposited by him shall be forfeited. In case of MES enlisted Contractors, the amount equal to the Earnest Money stipulated in the Notice of tender, shall be notified to the tenderer/bidder for depositing the amount through MRO. Bids of such Contractors/bidders shall not be opened till the aforesaid amount equal to the earnest money is deposited by him in Govt Treasury. In addition, bids of such tenderer/bidder on the freak high rates referred for review shall not be treated as voluntary reduction.

#### 7. **CPM (Critical Path Method)**

- 7.1 The project planning for work covered in the scope of tender is based on CPM.
- 7.2 The tenderer/bidder is executed to be fully conversant with the CPM technique and employ technical staff who can use the technique is sufficient details. Sufficient books and other literature on the subject are widely available in the market which the tenderer/bidder may make use of.
- 7.3 The tenderer's/bidder's attention is drawn to special condition of the tender regarding preparation of the detailed network analysis and time schedule for the work and his liability for employing sufficient resources to adhere to this schedule. Any inability on the part of the tenderer/bidder in using the technique will be taken as his technical inefficiency and will affect his class of enlistment and future prospect/invitation to tenders for future works.
- 7.4 Department may issue amendments/errata in form of **CORRIGENDUM** to tender/revised BOQ to the tender documents. The tenderer/bidder is requested to read the tender documents in conjunction with all the errata/amendments/corrigendum, if any issued by the department.
- 8. These instructions shall form part of the contract documents.

Signature of Contractor	
Date:	

-sd- (digitally) (N K Vohra) DCWE(Contracts) For Accepting Officer

#### IN LIEU OF IAFW 1779A (REVISED 1955)

(To be used in conjunction with General Conditions of contracts IAFW 2249, 1989 Print)

**MILITARY ENGINER SERVICES** 

Tele: 2479104

Headquarters Commander Works Engineers (AF) Maharajpur, Gwalior (M.P)-474 020

84048 / 03 / E8

25 Sep 2018

## SPL REPARIRS / REPLACEMENT OF UN SERVICABLE HPSV LIGHTS FITTINGS WITH ENERGY

	CONNECTED WORK IN DOMESTIC AREA AT A/F N MAHARAJPUR
Messrs/Shriare/is hereby authorised to tender for the ab	ove work.
	s to be uploaded by the tenderer on MES website al dates) as given on websiteor as amended therein.
this sheet, quoting the reference as given.	tender should be addressed as indicated at the top of
	LOWEST OR ANY TENDER
Signature of Contractor Date:	-sd- (digitally) (N K Vohra) DCWE (Contracts) For Accepting Officer

#### **SCHEDULE "A" (BOQ) NOTES**

**LIST OF WORK AND PRICES** 

# SPL REPARIRS / REPLACEMENT OF UN SERVICABLE HPSV LIGHTS FITTINGS WITH ENERGY EFFECIANT LED LIGHTS FITTINGS AND CONNECTED WORK IN DOMESTIC AREA AT A/F STATION MAHARAJPUR

- 1. The quantities shown in Col. 3 are for guidance only, these shall however not be varied beyond the limits laid down in the condition 7 of IAFW-2249 (General Conditions of Contracts 1989 Print).
- 2. The entire work as per Schedule 'A' shall be completed within **06 (Six) MONTHS** from the date of handing over site as per work order No. 1 issued by the GE.
- 3. The Contractor shall calculate his own details for each unit rates and unit is to be filled by the tenderer in Col 5 of BOQ.

4.

- 5. Total amount in BOQ Col. 6 is not firm but will be treated as "Contract Sum" referred to in IAFW-2249. Please note that where ever BOQ is mentioned in teder documents will be treated as Sch 'A' and vice-versa.
- 6. Measurements of work done shall be as per items and units in Schedule 'A' and this mode of measurement shall take precedence over Standard Schedule of Rates (SSR) 2010 Part II where at variance with the later.
- 7. Unless otherwise specified rate per unit for various items of this Schedule 'A' shall include for materials and labour complete.
- 8. Unless otherwise specified rates tendered by the contractor shall include for all incidental and additional labour to cover all the works enumerated and described under the heading "Description of Items" and preamble to similar items in Standard Schedule of Rates 2010 Part II. It is an express condition of this tender that the rates quoted by the contractor in tender for various items of work shall be deemed to include for full and entire completion of the items of work in accordance with the provision of the tender. The Govt. will not entertain any claim, whatsoever on account of inaccuracies/misunderstandings, if any, in the aforesaid rates.
- 9. Descriptions of items given in Schedule 'A' are in brief. These are deemed to be amplified and read in conjunction with special conditions, particular specifications, specifications of material and workmanship and conditions given in the relevant section of SSR 2009 Part I (Specifications) and SSR 2010 Part II (Rates).
- 10. The work under this contract shall be executed in restricted area where working hours and routes are restricted by the authorities controlling the area for security purpose. This being vital factor regarding loss of man hours etc. should be considered by the contractor while quoting his rates for this work. Govt. shall not entertain any claim whatsoever on this account.
- 11. The rates quoted by the tenderers are deemed to be inclusive of all taxes and octroi, etc. No reimbursement of any type of tax or duty paid by the tenderer under this contract shall be admissible.
- 12. The work is to be carried out in various/different locations under **GE(AF) Adm Area Maharajpur, Gwalior.** This being vital factor regarding loss of man hours, etc should be considered by the contractor while quoting his rates for the work. Govt shall not entertain any claim what so ever on this account.

- 13. Old materials obtained from taking down/dismantling/demolition shall be Government property except for which credit given in schedule of credit and serviceable materials shall be deposit to MES store yard and unserviceable materials removed from the site of work by the contract all as directed by Engineer-in-Charge. No extra payment shall be admissible on this account GE's decision whether any materials serviceable or unserviceable shall be final and binding.
- 14. The following abbreviations wherever occur in tender documents shall be meaning as indicated against each :-

(a) RM, M, m

CM, cm (b)

(c) MM, mm

(d) CUM, cum, cuM

Sqm, SQM (e)

(f) m./l, M&L S/F, S&F (g)

C/O, CO

(h) (j) B/F, BF

(k) Kg - Running meter

- Centimeter/cement mortar

Millimeter

- Cubic Meter

- Square Meter

- Material &Labour

Supplying and fixing

- Carried over

- Brought forward

- Kilogram

- 15. Reference condition 10 of IAFW 2249 General Conditions of Contract. All tests as directed by the GE shall be carried out by the contractor frm the authorized laboratories, Govt Engineering College or CME, etc as approved by GE. The cost of materials consumed in testing, labour, transportation of samples to approved laboratories including coast of testing shall be borne by the contractor.
- The tenderer's quotation shall include all statutory levies/duties, construction labour 16. welfare tax, including GST etc on works contracts as applicable. It may be noted that conditional tender regarding GST on works contracts WILL NOT BE CONSIDERED and shall be liable to be rejected.
- 17. For all purpose Garrison Engineer/GE wherever mentioned in tender documents shall be represented by GE(AF) Tech Area Maharajpur, Gwalior.

	-sd- (digitally)
Signature of Contractor	(N K Vohra)
Date:	DCWE (Contracts)
	For Accepting Office

#### **SCHEDULE OF CREDIT**

#### **NOTES:-**

- (a)The total amount of Schedule of credit has been calculated on the basis of the rates assessed by the department for individual item & total amount of Schedule of credit has been C/O to Summary of Sch 'A' and shall be deducted to calculate contract sum.
- (b) Quantity mentioned in Schedule of credit are tentative and actual quantity of materials received from demolition/dismantling shall be priced on the rates given in Schedule of credit for ascertaining actual amount to be deducted from RAR/Final Bill.
- (c)The contractor shall take down/dismantle the materials as indicated in items of various Parts of Schedule 'A' to the extent as directed by Engineer-in-Charge.
- (d)The detailed measurement of all items taking down/dismantling shall be recorded on measurement book side by side and signed by both parties immediately for the works dismantling of the items as done carried out.
- (e)The dismantled materials other than contractor's property as given in credit Schedule shall be the property of the Govt and be returned to MES Store Yard at his own cost. Such materials shall be accounted in demolition statement and attached with final bill.
- (f)The dismantling/taking down materials as indicated in Schedule of Credit shall be come contractor's property for which contractor shall give credit to Govt at the rates given in Schedule of Credit. The amount shall be deducted from the contractor's running payments as the work proceeds. In case variation in quantities as shown in Schedule of Credit and actually dismantled at site, the amount of credit shall be calculated on the basis of quantity actually obtained from dismantling and no claim what so ever for variation in quantities shall be entertained.
- (g)The amount of the dismantled/demolished materials is assessed by the department.
- (h) No rebate on Schedule of Credit shall be admissible.

SN	Brief description of items	ief description of items Unit Qty		Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6
	(a) Old U/S street/security and Fluid light fittings body only of any description any capacity.	Each	598.00	50.00	29900.00
	(b) Old U/S Aluminium /copper conductor cable 1.5 Sqmm 2 core of any description and in any position.	RM	1500.00	3.00	4500.00
	(c) Old U/S Aluminium cable 10 to 16 Sqm any core	RM	700.00	10.00	7000.00
	(d) Old U/S Aluminium cable 50 Sqm any core	RM	100.00	20.00	2000.00
	(e) Old U/S CompleteTime switch of any description	Each	10.00	500.00	5000.00
	(f) Old Unserviceable GI pipe of any description and size 40mm/ 50mm bore	RM	300.00	20.00	6000.00
	(g) Old Unserviceable GI pipe 15 mm bore of any description.		600.00	10.00	6000.00
	(h) Iron Scrap	Qtl	2.00	2000.00	4000.00
	(a) Old U/S MS boxes	Each	100.00	100.00	10000.00
			TOTAL Rs		74,400.00

Signature of Contractor Date:

-sd- (digitally) (N K Vohra) DCWE (Contracts) For CWE (AF) Maharajpur

#### **GENERAL SUMMARY OF SCHEDULE 'A'/ BOQ**

<ol> <li>Total Amount brought forward from summar</li> </ol>	y BOQ. = Rs
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2. Total amount brought forward from Credit schedule = Rs. (-) 74400.00

Net Contract Sum = Rs.\_\_\_\_\_

Signature of Contractor Date:

-sd- (digitally) (N K Vohra) DCWE (Contracts) For CWE (AF) Maharajpur

#### **SCUEDULE 'B'**

#### (List of materials to be issued to the Contractor See condition 10 of IAFW-2249)

Srl No	<u>Particulars</u>		which materials e issued to the actor	Place of issue (by Name)	Remarks
		Unit	Unit rate (Rs.)		
1	2	3	4	5	6

NIL	

#### SCHEDULE 'C'

#### LIST OF TOOLS AND PLANTS OTHER THAN TRANSPORT WHICH WILL BE HIRED TO THE CONTRACTOR (See conditions 15, 34 and 35 of IAFW-2249)

SI No	Quantity	Particul- Ars	Details of MES crew supplied	Hire charges per unit per working day	Standby charges per unit per off day	Place of issue by name	Remarks
1	2	3	4	5	6	7	8


#### **SCHEDULE 'D'**

.....NIL....

#### TRANSPORT WHICH WILL BE HIRED TO THE CONTRACTOR (See conditions 15, 16 and 35 of IAFW-2249)

SI No	Quantity	Particul- ars	Details of MES crew supplied	Hire changes per unit per working day	Standby changes per unit per off day	Place of issue by name	Remarks
1	2	3	4	5	6	7	8

NIL		

-sd- (digitally) Signature of Contractor (N K Vohra) DCWE (Contracts) Dated: For Accepting Officer

#### **TENDER**

To,

7.

The President of India

Having examined and perused the following documents.

- 1. Specifications signed by OffgDCWE (Contracts).
- 2. Drawing as detailed in the list of drawings.
- 3. Schedule 'A', 'B', 'C' and 'D' attached thereto.

Should this tender be accepted I/We/agree.

- 4. MES Standard Schedule of Rates 2009, Part-I Specifications and Standard Schedule of Rates 2010 (Part-II) Rates (hereinafter and in IAFW-2249 referred to as the MES Schedule of rates together with amendment Nos. 1 to 3 for Part I (SSR-2009) and amendment/errata Nos. 1 to 59 for Part-II (Rates) SSR-2010 as applicable to the above said schedule.
- General conditions of Contract: IAFW-2249 (1989-Print) together with Errata Nos 1 to 20 and amendment No. 1 to 40 for English Version only.

#### WATER: CONDITION 31 OF IAFW-2249: GENERAL CONDITIONS OF 6. **CONTRACT**.

Water will be supplied by the MES and shall be paid for by the contractor at the rate of 3.75 for every Rs. 1,000/- worth of work done priced at contract rates.

					•		. •
*(a)	That	the	sum	of	Rs_		(Rupees
						(	only ) forwarded as Earnest money shall either be
retained as	a part	of Se	ecurity	De	posit	or b	pe refunded by the Government on receipt of an
appropriate	amoun	t of S	ecurity	/ De	posit	i, as į	per condition 22 of IAFW-2249.

(b) To execute all the works in the said document upon the terms and conditions contained or referred to there in or referred to there upon and as detailed in the General Summary and to carry out such deviations as may be ordered vide conditions 7 of IAFW-2249 up to maximum of 10% (Ten percent) and further agree to refer all disputes as required by the condition 70 of IAFW-2249 in the sole arbitration of serving officer having degree in Engineering or equivalent or having passed final/direct final examination of Subdivision II of Institution of Surveyors (India) recognized by the Govt of India to be appointed by the Chief Engineer(AF) Allahabad or in his absence by the officiating Chief Engineer(AF) Allahabad whose decision shall be final conclusive and binding's

<sup>\*</sup>To be deleted where not applicable.

Signature duly authorised to sign the tender for and on behalf of M/s (in block letters)
Dated
Postal Address
Telegraphic Address
Telephone No
Witness
Postal Address
<u>ACCEPTANCE</u>
The above tender was accepted by me on behalf of the President of India, at the item rates contained in the Schedule 'A' for the contract sum of Rs
(Rupeesonly) on
Signature
Dated thisday of2018
Appointment: COMMENDER WORKS ENGINEER (AIR FORCE) MAHARAJPUR, GWALIOR. (FOR AND ON BEHALFOF THE PRESIDENT OF INDIA) Accepting Officer

# GENERAL CONDITIONS OF CONTRACT (IAFW-2249) 1989 PRINT FOR LUMP SUM CONTRACTS (IAFW-2159) AND MEASUREMENT CONTRACTS (IAFW-1779 & 1779-A)

- 1. It is hereby agreed by me/us\* that the General Conditions of Contract, including Condition 70 pertaining to the settlement of disputes by Arbitration IAFW-2249(1989 Print) containing 33 pages (Page No 24A1 to 24A33) with errata Nos 1 to 20 and amendment Nos 1 to 40(Page No.24A34 to 24A54) there to form an integral part of the tender documents.
- 2. The tender submitted by me/us\* is subject to the aforesaid General Condition of contracts in IAFW-2249, an amended copy of which has been supplied to me/us\* and is in my/our\* possession and which I/We\* have read and fully understood, before submission of the tender.
- 3. My/Our\* signature hereunder is in token of my/our\* having accepted the aforesaid General Condition of contracts together with Errata and amendments (IAFW-2249 -1989 Print) and the clause relating to Arbitration forming an integral part of this tender.

Signature of Contractor

Dated:

-sd- (digitally) (N K Vohra) DCWE (Contracts) For Accepting Officer

#### **SCHEDULE OF MINIMUM WAGES**

It is hereby agree that the "Schedule of Minimum Wages" as published by Government of India or Provincial Government's notification whichever is higher, issued up to date of submission of tender shall form part of these tender documents.

My/our signature hereunder amounts to my/our having signed the aforesaid documents forming part of tender.

Signature of Contractor

Dated:

-sd- (digitally) (N K Vohra) DCWE (Contracts) For Accepting Officer

Note:- "Schedule of Minimum Wages" referred to above is available for reference, in the office of CWE(AF) Maharajpur/ GE(AF) Adm Area Maharajpur, Gwalior.

#### 1. GENERAL

1.1 These special conditions shall be read in conjunction with General Conditions of Contracts, IAFW-2249 including Errata/amendments there to. If any provisions in these special conditions are at variance with the provisions of above mentioned documents the provisions given in these special conditions shall take precedence there over.

#### 2. INSPECTION OF SITE

The contractor is advised to inspect the site of works with prior appointment with GE, who shall give reasonable facilities for this purpose, to ascertain for himself the site/ground conditions, access roads, approaches, availability of local material etc. and all the necessary information which may effect works and prices under the contract. The tenderer shall be deemed to have visited the site and made himself familiar with various factors which may affect his quotation before submitting the tender irrespective of the fact whether he actually visits the site or not.

#### 3. MINIMUM WAGES PAYABLE TO LABOUR

- 3.1 The contractor shall have no claim whatsoever, if on account of any local regulations or otherwise he is required to pay wages in excess of the minimum wages except that provided for in the condition 63 of IAFW-2249.
- 3.2 Refer condition 58 of IAFW-2249 the contractor should not pay wages lower than the minimum wages/fair wages including all allowances for the labour fixed by Govt of India/State Govt which ever is higher.
- 3.3 The fair wages referred in condition 58 of IAFW-2249 will be decreased to be the same as minimum wages referred to above.

#### 3.4. **LABOUR REGULATION AND ABOLITION ACT**

Contract labour (Regulation and Abolition) Act 1970 is applicable in MES contract. Rates quoted by the contractor shall be deemed to take into account the cost/extra expenditure etc required to comply with the provisions contained in the said Act and the rules framed regarding labour from time to time by Central/State Govt.

#### 4. **CONDITIONS OF WORKING IN RESTRICTED AREAS**

#### 4.1 **VISIT TO SITE:**

The work under this contract lies in RESTRICTED area. Permission to enter the restricted areas at any time can be obtained through the Garrison Engineer. Tenderers are advised to send prior intimation of their agents representatives etc. if any, date and time of their proposed visit so that necessary arrangements can be made by GE to secure admission. Whether a tenderer visits the site or not he shall be deemed to have full knowledge about the restriction of entering into/exit from and working within the Restricted Area.

#### 4.2 **ENTRY/EXIT**

The contractor his agents, representatives, workmen etc., and his materials, carts, trucks or other means of transports etc., will be allowed to enter through and leave only from such gate or gates and at such times as the GE or authorities incharge of the Restricted Areas may at their Sole discretion permit to be used. The contractor's authorised representative is required to be present at the place of entry and exit for the purpose of identifying his carts, truck etc. to the personal-in-charge of the security of Restricted Areas.

4.2.1 The contractor and his agents, employees and work people shall observe all the rules promulgated by the authorities controlling the installation, area in which work is to be carried out e.g. prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific routes, observing specified timing etc. Nothing extra shall be admissible for any man-hours etc. lost on this account.

#### 4. 3 **IDENTITY OF WORKMEN**

4.3.1 Every workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of each workman by the officer- in charge of the unit concerned in accordance with the standing rules and regulations of the unit.

- 4.3.2 Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.
- 4.3.3 Contractor and his workmen will have to surrender their identity passes/permits after completion of work or as and when demanded by Air Force Authorities.

#### 4.4 **SEARCH**

Thorough search of all persons and transport shall be carried out at each gate and for as many time as a gate used for entry or exit. and may also be carried out at any time or any number of times at the work site within the Restricted area.

#### 4.5 **FEMALE SEARCHERS**

If the contractor desires to employ female labouron works to be carried out inside the restricted area and a female searcher is not borne on the authorised strength of the authorities at the time of submission of the tender, he shall be deemed to have allowed in his tender for pay and allowances etc. for a female searcher (class IV servant/Gp "D" servant)calculated for the period female labour is employed by him inside that area. If more than one contractor employs female labour during any month and female searcher(s) has/have to be employed. The salary and allowances paid to the additional female searcher(s) shall be distributed on an equitable basis between the contractors employing female labour taking into consideration the value and the period of completion of their contracts. The GEs decision in regard to the amount recoverable on this account from any contractor shall be final and binding.

#### 4.6 **WORKING HOURS**

4.6.1 The exact working hours/ days and non working days observed for the restricted area where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting his tender. Normal hours of work for departmental staff are from 0800 hrs to 1700 hrs on all days except on Sundays and other Gazetted holidays. No work at other than the work to be executed in the contractor's workshop shall be permitted to be executed out of the aforementioned normal working hours except with the prior written permission of the GE. If such permission is given, no liability in respect of any excess cost arising consequent thereof be accepted by the department.

#### 4.6.2 WORK ON HOLIDAYS

The contractor shall not carryout any work on Gazetted holidays, weekly holidays and other non-working days except when he is specially authorised in writing to do so by the GE. The GE may at his sole discretion, declare any day as holiday or non-working day without assigning any reason for such declaration.

#### 4.7 ACCESS TO RESTRICTED AREA AFTER COMPLETION OF WORKS.

After the works are completed and surplus stores etc. removed, the contractor, his agents representatives or workmen etc. may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the GE.

#### 5. **FIRE PRECAUTIONS**

- 5.1 The contractor, his agents, representatives, workmen etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.
- 5.2 Motor transport vehicles, if any, allowed by authorities to enter the restricted area must be fitted with serviceable fire extinguishers.

#### 6. **SECURITY OF CLASSIFIED DOCUMENTS**

6.1 Contractor's special attention is drawn to conditions 2A and 3 of General Conditions of Contract IAFW-2249. The contractor shall be bound by the Official Secret Act and particularly Section V thereof. The contractor shall not communicate any classified information regarding works either to sub-contractor or others without prior approval of the Engineer-in-Charge. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents on the completion of the contract or earlier on termination of contract. The contractor shall alongwith the final bill attach a receipt from the Engineer-in-Charge in respect of his having returned the classified documents as per condition 3 of General Conditions of Contracts IAFW-2249.

#### 7. MATERIALS AND SAMPLES

- 7.1 Material listed in Appx `A` to special condition will only be accepted if they bear ISI certification marking. Material having only embossing of IS number can be rejected. Materials listed in Appx `A`. will not be accepted even if they are conforming to relevant IS but not having IS marking. In case of deviation price adjustment @ 10% of the cost of article(on minus side only) shall be made for the articles/materials not having ISI marking. Materials listed in Appx `A`, `B' and `C' to particular specification are the products which are manufactured by number of firms and are generally superior to certified products though they do not bear the ISI mark. Such materials shall be accepted if they are conforming to the relevant IS. Materials provided by the contractor for incorporation in the work other than specified in Appx `A` shall unless otherwise specified in the particular specification, comply with the relevant Indian standard as specified in MES SSR Part-I subsequently amended or revised. Preference shall be given for ISI marked materials in such cases also. Materials required to be incorporated in the work to be procured by the contractor will be preferred in following order of preference.
- (a) Materials with ISI marking.
- (b) Materials superior to ISI standards but not marked.
- (c) Materials conforming to relevant IS.
- (d) Materials conforming to the samples kept in the GE's office.
- 7.2 The contractor shall produce samples of all materials, articles fittings, accessories etc. that he proposes to use and get them approval in writing by the Garrison Engineer. The materials , articles, etc. as approved shall be signed by the Engineer-in-Charge and the contractor's representative. These samples shall be kept in the custody of the Engineer-in-Charge. Contractor's quoted rates shall be deemed to include the cost of materials and labour for this purpose.
- 7.3 The brands of all materials, articles, fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the materials passing register.
- 7.4 The materials for which IS do not exist or which are specified in these particular specifications to conform to the samples kept in the GE's office, shall comply with the requirement of these samples. The contractors are advised to inspect the sample which shall remain open for inspection with GE during working hours. The contractor shall be deemed to have full knowledge of the samples whether he inspects them or not.
- 7.5 The contractor shall submit two samples of each item requiring approval of the GE so that an approved sample can be kept in the site office/ incorporated in the sample quarter and other in the AGE/GE office. The contractor shall place order only after approval of the sample by the GE.

## 8. <u>REIMBURSEMENT/REFUND ON VARIATION IN "TAXES DIRECTLY RELATED TO CONTRACT VALUE"</u>

- 8.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including **GST** on materials, Labour Welfare cess/tax etc.), duties, Royalties, Octroi& other levies payable under the respective Statutes. No reimbursement/refund for variation in taxes, duties, Royalties, Octroi& other levies , and/or imposition/abolition on any new /existing taxes, duties, Royalties, Octroi& other levies shall be made except as provided in Sub para 8.2 (a) to 8.2 (d) here-in-below.
- 8.2 (a) The taxes which are levied by Govt at certain percentage rate of contract sum/Account shall be termed as "taxes directly related to contract value" such as sales tax/Vat on works contracts, Turnover Tax , Service Tax, Labour Welfare cess/tax and like but excluding Income tax. The tendered rates shall be deemed to be inclusive of "taxes directly related to contract value" with existing percentage rates as prevailing on last due date for receipt of tender. Any increase in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tender shall be refunded by the contractor to the Govt/deducted by the Govt from any payments due to contractor. Similarly imposition of any new "taxes directly related to contractor to the Govt/deducted by the Govt from any payments due to contractor.

- 8.2 (b) The contractor shall, within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of an further "taxes directly related to contract value", give written notice thereof to the GE stating that the same is given pursuant to this Special Condition, together will all information relating thereto which he may be in a position to supply. The contractors shall submit the other documentary proof/information as the GE may require.
- 8.2 (c) The contract shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Govt, and shall further, at the request of the GE furnish, verified in such a manner as the GE may require, any documents so kept and such other informations as the GE may require.
- 8.2(d) reimbursement for increase in percentage rates/imposition of "taxes directly related to contract value" to the govt, without getting the same adjusted against any other tax liability or without getting the same refunded from concerned Govt Authority and submits documentary proof for the same as the GE may require.

## 9. INDEMNITY BOND FOR PAYMENT OF LABOUR, WORK MAN EMPLOYED ON WORKS OR OTHER MONEYS OF TENDER PAYMENTS

The contractor shall execute indemnity bond with the GE for enforcement of various enactments like wages act 1936, minimum wages act 1948, employees liability act 1938, workmen's compensation act 1923 or any other act or enactments related to indirectly or directly labour employed on works and rate framed there under from time to time being in the force. In case of non compliance of any of the enactments by the contractor, the GE shall be empowered to exercise the power vested in him as the principle employer to deduct amounts so not paid to the labour /workman to be deducted from the sum becoming due under the contract or from the other contracts in terms of condition 67 of IAFW 2249.

#### 9.1 **CONTRACTOR'S REPRESENTATIVES, AGENTS & WORKMEN**

Refer condition 25 of IAFW-2249. The contractor shall employ only Indian Nationals as his representative, servants and workmen and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work. If for the reasons of technical collaboration or other consideration the employment of foreign national is unavoidable, the contractor shall furnish the particulars to this effect, to the Accepting Officer at the time of submission of tender.

9.2 The Engineer-in-Charge shall have full powers and without giving any reason, to require the contractor immediately to cease to employ in connection with this contract any representative, agents, servants and workmen or employees whose continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

#### 10. **SITING OF BUILDINGS**

No claim shall be entertained and acceptable for any changes in sitting of buildings, if ordered. Adjustment on account of any variation in the quantity or quality of work will however, be made as a normal deviation but no adjustment shall be made on account of lead or lift.

#### 11. **PERIOD FOR KEEPING THE TENDER OPEN**

11.1 The tender shall remain open for acceptance for a period of 60 days from the date of receipt back of tender specified (or amended through subsequent amendments if any) excluding the date of submission.

#### 12. **SIGNING ON CONTRACT DOCUMENTS**

12.1 The person signing the tender on behalf of another or on behalf of a Firm shall attach with the tender a proper power of attorney duly executed in his favour by such other persons or by all the partners stating that he has authority to bind such other persons or the Firm as the case may be in all matters pertaining to the contract including the arbitration clause.

#### 13. CRITICAL PATH NETWORK

- 13.1 The time and progress chart to be prepared as per Condition 11 of IAFW-2249 (General Conditions of Contracts) shall consist of detailed network analysis and a time schedule. The GE and the contractor will draw the critical path network jointly soon after acceptance of the tender. The GE and the contractor so as to finish the work within the stipulated time will do the scheduling of the activities. On completion of the time schedule, the contractor in four copies will submit a firm calendar date schedule within two weeks from the date of handing over of site.
- 13.2 During the currency of the work contractor is expected to adhere to the time schedule and this adherence will be part of the contractor's performance under the contract. During the execution of the work, contractor is expected to participate in the review and updating of the network undertaken by the GE.
- 13.3 These reviews may be under taken at the discretion of the GE either as periodical appraisal measure or when the quantum of work on the contract is substantially changed through deviation order or amendments. Any revision of the schedule as a result of the reviews will be submitted by the contractor to the GE within a week who will approve it after due scrutiny. The contractor shall adhere to the revised schedule thereafter. In case of contractor not agreeing to revised schedule, the same will be referred to the Accepting Officer whose decision will be final, conclusive and binding. GE's approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time. Extension of time shall be considered and decided by the appropriate authorities mentioned in condition 11 of IAFW-2249 and separately regulated.
- 13.4 Contractor is expected to mobilize and employ sufficient resources to achieve the detailed schedule within the broad frame work of the accepted methods of working and safety.
- 13.5 No additional payment will be made to the contractor for any multiple shift work or other incentive method contemplated by him in his work schedule even though the time schedule is approved by the department.

#### 14. **CO-OPERATION WITH OTHER AGENCIES**

14.1 The contractor shall permit free access and generally afford reasonable facilities and usual convenience to other agencies or departmental workmen, etc. to carryout works, if any under separate arrangement. The contractor shall not be allowed any extra payment on this account.

#### 15. **CLEANING DOWN**

15.1 After the work is complete, the contractor shall clean all floors, remove cement/lime/paint drops, clean joinery, glass etc. touch up all painters work and carry out all other necessary items of work to make the premises clean and tidy before handing over the buildings. No additional payment will be made to the contractor for the purpose.

#### 16 & 17. **BLANK**

#### 18. WATER SUPPLY

- 18.1 Refer condition 31 of General Condition of Contract IAFW-2249, clause 1.13 of MES Schedule, Part-I and Srl 6 on TENDER Page.
- 18.2 Water will be supplied by the department at one point as indicated on the site plan as decided by the GE. Water will be charged at the rate of Rs 3.75 per Rupees one thousand worth of work done priced at contract rates or at Rs 5.389 per 1000 ltrs of water (in case of metered supply). The contractor shall make his own arrangement for the conveyance and storage of water required for the work, labour/workmen, etc. In the event of breakdown of MES supply of water in the event of the said supply of MES water becoming intermittent, the contractor shall not be allowed any compensation, whatsoever, on this account.
- 18.3 The contractor, if he so desires, will be allowed to augment the departmental water supply by boring wells at his own cost at site(s) approved by the GE. On completion of the work the contractor shall remove pipes etc. installed and make good the site as directed by the Engineer-in-Charge without any extra cost to Govt. The contractor shall be given no rebate for augmentation of water supply and charges for water shall be recovered at the rate mentioned hereinbefore.

18.4 The contractor shall make his own arrangements. However, contractor may be permitted to dig tube well(s) at his own cost within MD land to augment water as approved by GE. The contractor will pay land rent for such site of tube well(s) at the rate of Re one per year or part there of. The contractor shall however, ensure that water drawn from such sources is clear and free from all impurities and is suitable for mixing concrete, mortar, washing aggregate and curing of concrete as specified in IS-456-2000

#### 19. **ELECTRIC SUPPLY**

- 19.1 In case the contractor desires to buy electricity from MES, it will be supplied at point up to 3 km away from site of work shown on site plan./or as decided by the GE.
- 19.2 Electric supply shall be 415/230 volts, 50 cycles, three phase AC supply.
- 19.3 The contractor shall be charged for the electric energy consumed at Rupees 6.91 per unit (KWH) for lighting and power.
- 19.4 The above rate is all in cost rate. Duties and/or taxes if any, levied by State Govt. and/or any Electricity Undertaking and the like on the electricity charges will be borne by the Department.
- 19.5. Main switches and KWH meter to register the power supplied shall be provided and installed by MES. All other fittings, cable switch, connection etc. for distribution and supply of electricity from main switch to work site shall be arranged by the contractor at his own according to Indian Electricity Rules and along with the routes approved by the GE. The GE shall have free access to inspect all installations, connections, devices for consuming the electricity and if these are not found satisfactory the GE shall have the power to get these disconnected.
- 19.6 Supply of electricity shall be during the hours as decided by the GE. However MES does not constitute any guarantee for the continuity of supply and no compensation shall accrue to the contractor for the supply becoming intermittent or if there is any break down for any reason.

#### 20. ADVANCE ON ACCOUNT: REFER CONDITION 64 OF IAFW-2249

20.1 Add the following in continuation of para 8 of condition of IAFW-2249:- "Provided further, the contractor may be paid advance on account to the full value of the under mentioned materials only, brought at the site, on his furnishing guarantee bond, from a scheduled Bank for the amount of the retention money which should otherwise be recoverable from him under the contract. The contractor shall produce genuine purchase Vrs for the materials so procured when demanded by the engineer in charge:-

## (a) LED Light fittings, street light switch,GI tubing and cable (b) Steel

The Bank Guarantee Bond(s) shall be executed for the period and on a form as directed by the Accepting Officer. The contractor shall further arrange to extend the period of Guarantee Bond(s) if and when necessary, as directed by the Accepting Officer or shall furnish fresh guarantee bond(s) of similar value in lieu.

#### 21. **ROYALTIES**

Delete the existing description of condition 14 of IAFW-2249 and insert the following :- "No quarries on defence land are available".

#### 22. LOSS OR DAMAGE ON ACCOUNT OF ENERGY ACTION

This condition shall be applicable for works in operational/border areas only.

#### 23. **OUT OF POCKET EXPENSES**

23.1 No out of pocket expenses incurred by the tenderer in submitting his tender shall be reimbursed whether his tender is accepted or not.

#### 24. **DAMAGE TO EXISTING WORKS**

Any damage done to the existing structure/building during the execution of works shall be made good by the contractor at his own cost and the site of work shall be left clean and tidy on completion. Rectification/reinstatement making good etc. shall conform to the standard of materials originally used in the work and finished work shall match with existing work in all respects to the entire satisfaction of the GE. In case of any dispute on this account, the matter shall be referred to the CWE whose decision in writing shall be final and binding.

#### 25 UNIT RATES IN SCHEDULE `A`/BOQ

- 25.1 Lump sum offered shall be deemed to include for any minor details of construction which are obviously and fairly intended and which may not have been referred to in these documents but these are essential to the work.
- 25.2 In case of difference of opinion as to whether or not a certain item of work constitutes minor details of construction included in the contractor's price, the decision of the Accepting Officer shall be final and binding.

## 26. PROPRIETARY BRANDED MATERIALS WHICH LOOSE IDENTITY AFTER INCORPORATION

- 26.1 Proprietary/branded materials such as bitumen, chemical for antitermite treatment, water proofing compound paints etc. The quantity of which cannot be checked after in corporation in the work, shall when collected at site, be recorded in Measurement Book with reference to Vr No, make, brand and rate charged by manufacturer/supplier, and signed both by the MES representative and the contractor.
- 26.2 The contractor shall obtain proprietary/branded materials direct from the manufacturer(s) or from their authorisedstockists where such authorisedstockists have been appointed. Contractor shall produce purchase voucher/bill/invoices showing quantity and quality of the materials to satisfy the Engineer-in-Charge that materials comply with the I.S. specifications. These vouchers shall be endorsed, dated and initialled by the Engineer-in-Charge giving the contract number and name of work and a certified copy of each such vouchers signed both by Engineer-in-Charge and the contractor shall be kept in MES record.
- 26.3 When cost of each category of materials is less than Rs 500/- production of vouchers may not be insisted upon if the Garrison Engineer is otherwise satisfied of the quality and quantity of the materials.

#### 27. **STORAGE OF MATERIALS**

27.1 The contractor shall not be provided any storage accommodation at the site by MES. The contractor shall make his own arrangement as per condition 10 of IAFW-2249 and as directed by the Engineer-in-Charge.

#### 28 & 29 BLANK

#### 30. **BANK GUARANTEE BOND**

In case the contractor desires to furnish Bank Guarantee in lieu of retention money/security deposit, the guarantee bond shall be executed as per specimen prescribed by the Govt. of India, Min. of Defence on non-judicial stamp papers of appropriate value from schedule Bank. In case

of the BGB is executed from a non-scheduled Bank the same shall be supported with cover from Reserve Bank of India. Guarantee Bond shall come into force after the same is accepted by the Accepting Officer.

#### 31. **EQUIPMENT AND MATERIALS**

All equipment and materials required to be incorporated in the work shall be new and of the best of their kind conforming to the latest IS or in their absence to British or other equivalent standard specification.

#### 32. MATERIALS IN METRIC SIZES

If the materials (other than those issued under Sch. `B`) are not available in metric sizes as shown on drawings, the contractor shall provide materials in equivalent inch sizes which should not be less than the metric size dimensions under any circumstances, at no extra cost to the Govt.

#### LAND FOR TEMPORARY WORKSHOP, STORES, ETC

Delete. The following from line 5 to 9 of sub para 1 of condition 24 of IAFW-2249 reading "in the event of area of land allotted to him" and insert as under :-

"The contractor shall be allotted the area as marked on the layout plan(s) for the purpose of erecting temporary workshop, stores etc. Plot of land so allotted shall not be used for accommodation for labour and canteen, for which the contractor shall make his own arrangements at his own expense. For this purpose, a token rent of Rs. 1/- per month will be recovered from the contractor. The area so occupied shall be vacated by the certified date of completion and site of work shall be cleared as stipulated in condition 49 of IAFW-2249"

#### 34 .**HANDING OVER OF SITE**

It is an express condition of the contract that site for execution of work will be handed over as per work order No 1 issued by the GE . In case there is any delay in handing over of site in part or full, an extension of time equal to actual delay in handing over of site will only be granted by the Accepting officer and the contractor shall have no other compensation of any type on such extension of time for period of completion.

35 Blank.

#### 36 **WATCH, WARD AND LIGHTING**

- 36.1 The Contractor shall provide and maintain all necessary watch, ward and lighting arrangements to keep the traffic off the trenches. Necessary boards and sign posts shall be provided and set up to the entire satisfaction of the Engineer-in-charge.
- The Contractor shall reimburse the loss to the Govt. on account of any damage, that may occur on this account.

#### 37 **PRECAUTION AGAINST RISKS**

The Contractor shall be responsible at his own expense in taking precaution to 37.1 prevent any damage from what so ever cause arising, other than out of accepted risks and to minimise the amount of any such loss or damage and for adoption of necessary protective measures required for the purpose in compliance with Condition 38 of IAFW-2249 Rule 5 of the MES SAFETY CODE code vide (Annexure `B') of IAFW-2249 until the works have been handed over duly completed to the Engineer-in-charge.

#### 38 **APPROACHES**

The Contractor shall provide at his own cost all temporary approaches to the site (where not existing) for the use of his labour and transport.

#### 39. **RELEASE OF ADDITIONAL SECURITY DEPOSIT:**

- Additional security deposit when deposited by the Contractor as per Condition 22 of the IAFW-2249 shall be released in two stages as under :-
  - 50% of the additional security deposit shall be released on payment of final bill provided there are no claims outstanding against the contractor in respect of the contract in which the additional security is lodged and the final bill is not minus. In the event of departments claims against the contractor becoming and / or the final bills under Condition 66 of IAFW-2249 becoming minus the amount of the security deposit shall be adjusted against the claim due to Government and the balance if any will be released to the contractor.
  - Balance 50% of the additional security deposit will be released to the contractor after expiry of defects liability period as per Condition 68 of IAFW-2249 Provided the contractor shall first have to render a No Demand Certificate (IAFA-451).
  - In order to implement the above procedure, the contractor is advised to deposit the additional security in two equal parts so as to facilitate its release.
  - d) The above clause is not applicable to release of earnest money/ security deposit by a contractor who has not executed the security bond with the department.

#### 41 **PRODUCTION OF VOUCHERS FOR MATERIALS** :

41.1 Contractor shall produce original purchase vouchers/ Invoices challans alongwith Test Certificates wherever applicable from the manufacturers and or their authorised agents for the full quantity of the materials as applicable as a pre requisite document before submitting claims for payment for advance on account of the work done and or materials collected, in accordance with Condition 64 of IAFW-2249, General Conditions of Contracts.

#### 42 **RECORD OF CONSUMPTION OF CEMENT**:

- 42.1 For the purpose of keeping a record of cement consumed in the works, the Contractor shall maintain a pucca bound register with serially numbered pages duly initialed by Engineer-in-Charge, showing daily receipt, quantity used in works and balance in hand at the end of each day. This register shall be signed daily by the Contractors representative and MES representative in token of their verification of its correctness. This register shall be checked by Engineer-in-Charge at least once a week and on the day, cement is brought by the contractor.
- 42.2 The register shall be kept at site in the safe custody of the Contractor during progress of the work and he shall on demand produce the same for verification of inspecting Officer. On the completion of the work, cement register shall be handed over to the Engineer-in-Charge for record with MES.

#### 43. **BLASTING**

43.1 Blasting in any form is strictly prohibited.

## 44. <u>VERIFICATION OF ANTECEDENTS OF CONTRACTORS REPRESENTATIVE / LABOUR:</u>

44.1 Verification of antecedents of Contractors representatives/ labour deployed at site in connection with execution of work under the contract, as per security requirement of User Unit/installation shall be the responsibility of the contractor and all expenses in connection with verification of antecedents by Police Authority/security Agency shall be borne by the contractor.

#### **45. GRANITE STONE PLATE FOR GUARANTEE**

- 45.1 The contractor, within four weeks from the certified date of completion, shall provide a black granite stone plate of size 90 cm  $\times$  60 cm  $\times$  1.5 cm at a prominent place/location of each building as directed by the GE/AGE(I) having engraved the following information/details on the plate :-
  - (a) Job No (g) Date of commencement
  - (b) CA No & year (h) Detail of completion
  - (c) Name of work (phase-wise)
  - (d) Name of contractor (j) Date of expiry of defect (e) Name of GE liability period
  - (f) Name of Engineer-in-Charge

(k) Date of expiry of guarantee

period given against ATT & water proofing treatment

over roof/terrace.

- 45.2 Granite stone plate shall be fixed over 15 mm thick cement screed in cm (1:3)
- 45.3 All figures /words engraved shall be painted with golden paint of approved make.
- The cost of above is deemed to included in the lump sum amount quoted by the contractor against Schedule 'A' Part-I.

#### 46 QUALIFIED TRADESMEN: (Applicable for Works Costing Rupees One Crore or More )

- The compliance with the condition 26 of IAFW-2249 (General Conditions of Contract), 46.1 the contractor shall employ skilled/semi skilled tradesmen who are qualified and possessing certificate in particular trade from Industrial Training Institute (ITI)/National Institute of Construction Management and Research (NICMAR)/ National Academy of construction (NAC) Hyderabad Similar reputed and recognised Institute by State/Central Government to execute the works of their respective trade.
- The number of such qualified tradesmen shall not be less than 25% of total 46.2 skilled/semi skilled tradesmen required in each trade. The contractor shall submit the list of such tradesmen along with requisite certificates to Garrison Engineer for verification and approval. Notwithstanding the approval such tradesmen by GE, if the tradesmen are found to have inadequate skill to execute the work of their trades, leading to unsatisfactory workmanship, the contractor shall revoke such tradesmen within a week after written notice to this effect by the GE and shall engaged other qualified tradesmen after prior approval of GE. GE's decision whether a particular tradesmen possesses requisite qualification, skill and expertise commensurate with nature of work, shall be final and binding. No compensation whatsoever on this account shall be admissible.
- 47 **Security Provisions**: Contractor must read the following security provision before quoting their rate as the same is mandatory and will be followed strictly:-
  - **Identification of Labour**. All man power (including casual labour) employed by contractor is required to be in possession of valid any one of the identification i.e. PAN Card, AADHAR Card, Voter ID, Gram Panchayat certificate or any other valid ID as recognized by Govt. Labour not in possession of one of these IDs, will not be allowed to enter in Air Force premises.
  - **Use of mobile phone.** Man power employed by the Contractor, will not (b) be permitted to carry mobile phone inside the Air Force premises. Violation of these instructions will be dealt with as per the rules /discretion of Air Force authority.
  - Use of vehicle, plant & Machineries. All vehicle, plant & machinery brought by Contractor for purpose of execution of Contract, will be checked by Air Force authority and escorted to work site. Unloading of vehicles will be monitored by Air Force authorities.
  - Site Clearance. Provision of space for storage, establishment of plant / (d) machinary, labour camp etc will be purely on the discretion of Air Force authorities. In case any such construction is permitted on Air Force land, the same will be demolished and debris cleared under site clearance prior to completion of Contract.
  - Working Hours. Working hours will be approved by Air Force Authority and (e) are subject to change without prior intimation based on the security threat Working hours might also be reduced if the situation so demands. However, in case extra working hours are required due to technical reasons, the same will be processed on a case-to-case basis with Air Force Authorities.

Signature of Contractor

Dated:

-sd- (digitally) (N K Vohra) DCWE (Contracts) For Accepting Officer

### PARTICULAR SPECIFICATION (MATERIAL AND WORKMANSHIP).

#### 1.0 GENERAL

- 1.1 The work under this contract shall be carried out in accordance with Schedule `A', particular specifications, standard schedule of rates 2009 and as directed by the Engineer-in-Charge/GE at site.
- 1.2 The terms general specifications referred to here-in-before as well as referred to in IAFW-2249 (General conditions of contracts) shall mean the specifications contained in the MES Schedule.
- 1.3 Particulars specifications given here-in-after are brief and are only to particularize, amend and emphasis the specifications given in MES Schedule which are not repeated herein-after.
- 1.4 Specifications of materials and workmanship shall be all as described in MES Schedule except where specifically mentioned otherwise in these documents. General rules, preambles to various sections/rates, special conditions, method of the measurements etc. given in the MES Schedule shall apply to this contract unless otherwise mentioned in the tender documents.

#### 2.0 SCOPE OF WORK

Work under this contract shall be executed as described in Schedule `A', specified in particular specifications given here-in-after as directed by Engineer-in-Charge. The rates quoted by the contractor shall be deemed to include expenditure on account of all extras, allied, connected and minor works/services which are not Specifically mentioned in Schedule `A' and in particular specifications but are essential for execution & completion of work and making the system functional/in run condition. The decision of the Accepting Officer shall be final, conclusive and binding on this account.

#### 3.0 WORKMANSHIP

3.1 Samples of all the materials required to be incorporated in the work shall be submitted by the contractor through Engineer-in-Charge and shall be got approved from the GE in writing before placing bulk orders for supply of the materials and work shall be executed only with the best available materials and materials for which samples have been approved. Any works executed without sample's approval or with the materials other than approved by the GE, shall stand rejected for which contractor shall be fully responsible and will not have any claims.

#### 4.0 PRODUCTION OF RECEIPTED BILLS/CASH MEMOS FOR MATERIALS PROCURED:

- 4.1 It will be mandatory for the contractor to produce genuine receipted bills/cash memos, invoices from the manufacturer and/or their authorized agents for the full quantity of the following materials as applicable, as pre-requisite before submitting claim for payment of advances on account of work done and/or materials collected in accordance with condition 64 of General Conditions of Contracts IAFW-2249.
  - (a) LED Light fittings, street light switch,GI tubing and cable (b) Steel
- 4.2 When the cost of each category of materials for entire contract is less than Rs 2500/production of bills may not be insisted upon, if the GE is otherwise satisfied with the
  quality and quantity of materials.
- 4.3 It will be the responsibility of the Engineer-in-Charge to verify the genuineness of the original purchase voucher of materials produced by contractor. The original purchase voucher submitted by contractors defaced by Engineer-in-Charge in original for individual work order/contract. In case contractor fail to submit the original purchase vouchers and test certificate of material but Engineer-in-Charge is fully satisfied with quantity and quality purchased by the contractor from the agency and material found satisfied after testing etc. Minimum 10% recovery for the cost of the item priced of the contract rate shall be recovered from the contractor.

#### 5.0 SAMPLES AND MATERIALS

5.1 (a) All materials to be incorporated in this work shall be of highest standard and unless otherwise specified here-in-after, shall strictly comply with the relevant ISS (or BSS for which no ISS has been issued).

#### PARTICULAR SPECIFICATION(Contd..)

- (b) The materials and equipment to be supplied and installed under this contract shall be of indigenous make.
- (c) The contractor after obtaining written approval from GE and shall procure the material from firms or through their authorized agents only. As a proof that a particular material has been obtained from the firm or through their authorized agents, the contractor shall produce such evidence to the satisfaction of GE when asked for, with regard to quality and quantity of materials. The materials shall be brought to the site with maker's original packing with sealed & intact containers.
- 6.0 BLANK

#### 7.0 SERVICING, OVERHAULING & REPAIRS OF EQUIPMENTS/PLANTS/PARTS THEREOF

- The equipment/machines/plants/parts etc thereof shall be dismantled & opened in the presence of Engineer-in-Charge and an inventory of defective parts required to be replaced/works to be carried out shall be prepared & signed by the Engineer-in-Charge & contractor. The defective parts shall be replaced & paid for as per Schedule `A' provisions. Inventories shall be made very carefully after thorough examination of serviceability of existing parts & during repairs/overhauling of the items (when item in possession of contractor) if any parts of the equipment is found defective & replacement thereof is essential for the smooth & effective functioning of the plant/equipment although not listed in the inventories shall be replaced by the contractor at his own cost & nothing more than the items indicated in inventory shall be accounted for & considered for payment.
- 7.2. The parts being replaced shall be brand new & shall be of the same make & specifications to match with the existing parts of the equipments/ machines/ plants. The required parts shall be procured by the contractor from the authorized dealer & the contractor shall produce the original purchase vouchers & proof of its purchase from authorized dealer to GE before claiming payments thereof.
- 7.3. The quoted rates of the contractor for servicing/overhauling/repairs etc of the equipment or parts thereof, include for all the operations, T&P & process involved in disconnecting the equipment, taking out, removing from position, dismantling & opening of complete parts, examination of serviceability of parts, cleaning, oiling/ greasing of the items, replacing all unserviceable nuts/bolts/washers/screws and all rubber/fiber pickings & oil seals/water seals with new one, re-assembling the equipments/parts including fixing new parts in position and testing complete all as specified and directed by Engineer-in-Charge.
- 7.4. Contractor is advised to inspect & verify the model & make of the existing equipments at site and nothing extra shall be admissible on account of any misunderstanding on any account in respect of maintenance & operation repairs & availability of parts of existing model/make. The contractor is deemed to inspected the site irrespective of the fact he actually visits the site or not & it will be the responsibility of the contractor to arrange all the required new parts/spares of the equipment & to make the equipment functional in all respect.
- 7.5. The decision of the GE shall be final & binding in respect of serviceability/unserviceability of the parts/spares of the equipment/items and contractor shall have no claim whether the overhauling/servicing of items & or replacement of parts thereof is even applicable partially or not at all. If any parts are required to be replaced shall be paid for its "supply only" rates quoted by the contractor in Schedule `A'.
- 8.0 DISMANTLING/TAKING DOWN FITTINGS: Dismantling/taking down shall be carried out to the portion as directed by Engineer-in-Charge. All dismantling shall be carried out carefully without damaging land without disturbing adjoining portion selection/sorting out serviceable material at location where directed by Engineer-in-Charge. Materials obtained from dismantling which had been specified to be reused shall be removed first and stacked properly after cleaning all as directed by Engineer-in-Charge.
- 9.0 TESTING
- 9.1 All testing as specified in MES Schedule shall be carried out on completion of work. The contractor shall supply all necessary material and apparatus at his own cost for testing. The test result shall be recorded and signed by the GE and the contractor. Electricity for the test shall be supplied free by MES.

- 9.2 During polarity test of switch the phase conductor shall be in the switch and not directly connected to the fitting i.e. holder, socket outlet etc.
- 9.3 The following tests shall be carried out to the entire satisfaction of the Engineer-in-Charge before the work is finally handed over by the contractor and completion certificate is issued: -

Polarity test

Continuity test sectional and overall the minimum specified in IE rules/ISS.

(c) Earth resistance test This is not to exceed one ohm

Clause 19.146 of SSR (Part I) is also applicable

#### 10.0 EARTHING

- 10.1 Earthing shall conform to the requirement of IS: 3034-1987 and shall be all as per IE Regulations and all as specified in clause 19.137 to 19.146 of MES Schedule Part-I (2009) and as per electrical plate NO.3 in MES Schedule Part-I. The contractor shall obtain the approval of GE for layout of earthing before the commencement of work and it shall be executed in the presence of an authorised MES representative.
- 10.2 The earth plate shall be of GI of size 600mm x 600mm x 6mm placed vertically with its top not less than 1.5 m below the ground and shall be surrounded with a layer of salt & charcoal dust to packed thickness 15 cm each consequently around the plate (i.e below above & outward) on all sides. GI wire capable of withstanding mechanical & electrical stresses soldered with GI earth plate shall run upto the bottom of the plate.
- 10.3 The common salt, Charcoal dust & return filling shall be done in layers not exceeding 150 mm and shall be properly watered and rammed. Surplus soil shall be disposed off & site left clean and tidy on completion.
- 10.4 The earthing system shall be mechanically robust and joint shall be capable of retaining low resistance even after many passage of fault current. All joints of earth strip shall be made by welding & brazing or by bolting to the earth plate with two bolts, nuts and washers.
- 10.5 All earth electrodes shall be tested for earth resistance by means of standard earth megger. The tests shall take place in dry months preferably after a protracted dry spell.
- 10.6 Resistance of earth electrode shall not exceed 1 ohm. In case the desired resistance of electrode is not achieved, the earthing shall be redone without any extra cost to the Govt.

#### 11.0 CEMENT:

#### 11.1.1 PROCUREMENT:

All cement required for completion of this contract shall be ordinary Portland cement 43 grade conforming to IS: 8112-1989/ Portland Pozzolana Cement and each bag shall bear BIS marking.

- 11.1.2 All cement required for completion of this contract shall be procured by the contractor, under his own arrangement direct from the manufacturers or from their authorised dealers / distributors / stockiest available locally.
- 11.2 CONCRETE:

#### 11.2.1 MATERIALS

- (a) COARSE AGGREGATE
- (i) Coarse aggregate (Stone aggregate) for all cement concrete work i.e. PCC/RCC, shall be of approved quality of Granite/Basalt/Blacktrapupto 20mm size stone aggregate and stone aggregate 40mm size & above shall be of sand stone all as specified in clause 4.4.1 to 4.4.7 (1) of MES Schedule Part-I. Mixture of two types of stone shall not be permitted.
- (ii) Coarse aggregate (stone aggregate) 20mm and below shall be machine crushed and above 20mm may be hand broken.
- (iii) Grading of coarse aggregate (stone aggregate) unless specified otherwise in the specifications here-in-after in various location/work i.e. PCC/RCC shall be as specified in MES Schedule Part-I.

- (b) FINE AGGREGATE
- (i) Fine aggregate for all concrete work shall be coarse sand conforming to requirement laid down in 4.4.7(2) of MES Schedule (Part-I) except that sand conforming to grading zone IV of IS-383 shall not be used in concrete work.
- (ii) The sand shall be stored at site in bins or in dumps on brick platforms so as to avoid contamination of risk of showelling up earth or other impurities when being used.
- (iii) Sand used in the above work shall be of Sindh/Chambal River and will meet the SSR requirements.
- (c) Both coarse and fine aggregate shall be washed in fresh and clear water to the satisfaction of Engineer-in-Charge before use if the percentage of deleterious materials exceeds the limits given in para 4.4.1 and 4.4.3 of MES Schedule (Part-I) 2009.
- (d) WATER: Water shall conform to IS 456 (Latest).

#### 11.3 MIX OF CONCRETE:

It shall be all as mentioned in Schedule  $\ A'$  and as directed by Engineer-in-Charge and shall be volumetric mix.

- 12. GALVANISED IRON TUBINGFOR BRACKETS OR PROTECTION PIPES AND MS CLAMPS
- 12.1 MS Galvanised tubes and fittings required to be procured by the contractor shall comply with IS: 1239 (Part I&II). Refer clause 18.4 of MES Schedule Part-I
- 12.2 The cable protection pipes shall be fixed with minimum 2 Nos MS clamps of suitable size and these shall not be more than 1.50 metre apart in any case. The end of pipe shall be properly sealed with rubber stopper.
- 12.3 Pipes being procured by the contractor shall be any of the following make : TATA/JINDAL/TT SWASTIK
- 12.4 The MS clamps shall be fabricated out of 40x5mm or 25x5 mm size flat iron as specified, these shall be fabricated according to shape of pole and dia of pipe and properly fixed with suitable GI nut, bolts & washers as directed at site. The clamps shall be treated with two coats of aluminium paint over a coat of red oxide primer, the rate quoted in Sch 'A' for respective item shall be deemed to include this aspect.
- 13. HPSV/ HPMV/ METAL HALIDE/ STREET LIGHT LAMPS, & OTHER FITTINGS ETC 13.1 Fittings & accessories required for making the light fittings functional shall be procured by the contractor through authorised dealer of make(s) specified in Schedule 'A'. The accessories and fittings shall be so as to suit the existing fitting and hall be of approved make only.

#### 14.1 CABLES

- (a) HT cables shall conforming to IS-7098(Part-II) of 1985 amended upto date and shall be generally be as described in MES Schedule Part I clause No 19.19.1 and their subsequent clauses.
- (b) LT cables shall conforming to IS-7098(Part-I) of 1988 amended upto date and shall be generally be as described in MES Schedule Part I clause No 19.19.2 and their subsequent clauses.
- (c) The cable shall be laid as per Clause 19.74 to 19.82.2 of MES Schedule part I.
- (d) Cable shall be brought in standard drum length (normally of 500 RM single lengths). In the normal situations straight through joints shall not be used. However, straight through joints will be permitted at exceptional circumstances when the reason for the same is on account of balance left from the cables originally brought for this particular work, such joint shall be epoxy cable joints. Satisfactory IR tests for all underground cable shall be conducted after physical completion. The test shall be recorded and signed by the Contractor and Engineer-in-Charge.

- 14.2 CABLE PROTECTION
  - (a) Cable shall be protected in trenches by providing sand cushioning and cable covers all as described in Schedule "A" items.
  - (b) On poles/walls/road crossings, etc cable shall be protected by GI protection pipes all as specified in items of Schedule `A'.
- 14.3 TESTING OF CABLES: Testing of cables shall be carried out as detailed in clauses No 19.93 and 19.93.1 of SSR Part I except that no HV test shall be made. The cable record shall be maintained all as per clause 19.95 of SSR Part I.
  - 14.4 TEST CERTIFICATE: Manufacturer's test certificates shall be furnished by the contractor in respect of HT Cables If deemed necessary, initial test may be conducted at the manufacturers work site in presence of the GE's representative. All tests shall be carried out in accordance with relevant Indian Standards (or British Standards where Indian Standards do not exist).
  - 15. PAINTING
  - 15.1 MATERIAL AND WORKMANSHIP
    - In this connection relevant clause of SSR Part-I 2009,(section 17– painting ) shall be strictly followed for execution of works.
  - 15.2 The contractor shall inform to GE (A/F) Adm area Maharajpur within two weeks after acceptance of the tender, the name of the manufacturer(s) and the brand(s) of the paints he intends to use in the work and shall submit samples of the paint(s) for the written approval of the GE before taking execution of the work in hand. Paint and primer shall be of the same manufacturer and of the tint/shades as approved by the GE.
  - 15.3 The contractor shall obtain the whole of the materials required for execution of painting work from approved manufacturer or their authorized agents and bring to the site in manufacturer's drums/containers etc in sealed / intact conditions and the materials brought at site shall be recorded in MB.
  - 15.4 The paint/primer drums shall be deposited by the contractor in the store as approved by the GE & materials shall be used strictly in the supervision of Engineer-in-Charge. Seal of the paint drum shall be broken/open in the presence of Engineer-in-Charge.
  - 15.5 The paint to be incorporated in the work shall be of first quality, ISI marked and any of the following make as approved by GE in writing:-
    - (a) ASIAN (Apcolite)
- (b) BERGER (Luxol)
- (c) JENSON & NICHOLSON (Brolac)

The Engineer-in-Charge shall ensure that the paints used are actually those that have been approved by the GE.

- 16. EXCAVATION AND EARTHWORK:
- 16.1 Excavation and earthwork for laying cables, pipes etc shall be carried out all as mentioned in Sch `A' and as specified in SSR Part I & II.
- 16.2 The excavation for laying cables/pipes shall be measured under relevant items of Schedule 'A' allowing authorised width as mentioned in Sch `' Part I & II for relevant items or those actually excavated at site, whichever is less.
- 16.3 Removal and disposal of surplus spoil after utilizing approved earth shall be carried out within a distance specified in Schedule 'A' and depositing at places as directed by the Engineer-in-Charge.
- 16.4 The contractor shall excavate to the specified depths only as indicated on the drawing and or as directed by the Engineer-in-Charge. Excavation made to depths more than their required levels shall be made good by the contractor at his own expenses with approved earth by ramming, watering in 150mm layers. No extra payment shall be made for extra depth excavated and filled by the contractor.

#### 17. ROAD CUTTING:

Permission for road cutting shall be taken from Engineer-in-Charge/GE prior to commencement of work. Precautionary indication boards shall be kept while executing the work to avoid accidents. Work shall be executed in such a way it shall not affect the traffic. After laying of pipes/cable the surface shall be made good by the contractor to match with the existing surface without any extra cost to the Govt.

#### 18. BRICK FOR CABLE PROTECTION:

The bricks shall be laid over the sand bedding. The bricks shall be sub class `B', of old (nominal) size 230 x 115 x 75 mm, all as specified in SSR Part-I, 2009. Tolerance + 8 % shall be allowed in the size of the bricks. The bricks shall be kiln burnt having crushing strength not less than 50 Kgs per Sq cm & equal or of superior quality to the samples kept in the office of the GE (A/F) Adm area Maharajpur.

#### 19 SAND FOR SAND CUSHIONING:

Sand for cushioning in trenches shall be free from foreign matter, and shall be natural river sand obtained from local River Chambal / Sindh and as per the samples kept in GE (A/F) Adm area Maharajpur office.

#### 20.0 LOSSES DUE TO INADEQUACY:

20.1 The contractor shall be responsible for any damage occurred due to inadequate experience of staff employed by him/negligence in workmanship. He shall employ properly qualified electricians/ supervisors to execute the work and produce to the Engineer-in-Charge documentary evidence in support of their qualifications / experience on demand or at any time during currency of the work.

#### **20.0 LED LIGHT FITTINGS**

**20.1** LED light fittings shall be of capacity and make as specified in Schedule 'A' and as approved by GE in writing

#### 21. GUARANTEE FOR LED LIGHT FITTING:-

- The contractor shall furnish guarantee in favour of GE for efficacy of LED light fittings during the guarantee period. The guarantee shall be for 05 (five) years from the date of completion of the work as certified by GE. Any defect noticed during the afore said guarantee period shall be rectified by the contractor forthwith, on demand in writing by GE, at his own expense. In event of his failure to rectify the defects within a period to be specified by the GE in his demand aforesaid, the GE shall undertake such rectification of work at the risk and expense in all respect of the contractor.
- An amount equal to the individual security deposit worked out on the cost of LED light fittings, at contract rates, towards guarantee shall be retained out of the final bill of the contractor and will be refunded to the contractor after expiry of the period of **05** (**Five**) years from certified date of completion by the GE provided that there is no defect in the work completed and the contractor shall first have been paid final bill and have rendered "No demand certificate "(IAFA-415). Condition 46 and 68 of General Condition of contracts (IAFW-2249) shall be deemed amended accordingly.

-sd- (digitally) (N K Vohra) DCWE (Contracts) For Accepting Officer

## MILITARY ENGINEER SERVICES NOTICE INVITING TENDER (NIT)

- 1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
- 2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less, a tenderer/bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
- 3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over site, which will be on about two weeks after the date of Acceptance of tender.
- 4. Normally contractors whose names are on the MES approved list for the area in which the work lies and within whose financial category the estimated amount would fall, may tender/bid but in case of term contracts, contractors of class 'SS' to 'E' may tender/bid. In case, where the tender amount is in excess of the financial limit of the contractor and the Accepting officer decides to accept the tender/bid, in which event the tenderer/bidder would be required to lodge additional security deposit as notified by the Accepting Officer in term of conditions of contract. Contractors whose names are on the MES approved list of any MES Formation and who have deposited standing security and have executed standing security bond may also tender/bid without depositing Earnest money along with the tender/bid and if the tender/bid submitted by such a tenderer/bidder is accepted, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1st RAR payment or from the first final bill. In case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. Not more than one tender/bid shall be submitted/uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
- 5. The Office of HQ Commander Works Engineers (AF) Maharajpur will be the Accepting Officer here in after referred to as such for purpose of the contract.
- 6. The technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment details/documents shall be uploaded as packet 1/cover-1 ('T' bid) of the tender/bid on e-tendering portal. DD is refundable is case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government whatsoever on this account.
- 6.1. Tender form and conditions of contract and other necessary documents shall be available on eprocuremes.gov.in/eprocure.gov.in site for download and shall form part of contract agreement in case the tender/bid is accepted.
- 6.2. In case of contractor who has not executed the Standing Security Bond, the Cover-I shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned GE/AGE(I) (see Appendix 'A') by a scheduled Bank or in receipted treasury challan the amount being credited to the revenue deposit of the concerned GE/AGE(I) (see Appendix 'A').
- 6.3 A Contractor who is not enlisted for the area in which the work lies but whose name is in the MES approved list of any MES formation and who has deposited standing security and executed standing security Bond may bid without depositing earnest money alongwith the tender, but if the Accepting officer accepts the tender/bid, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1<sup>st</sup> RAR payment or from the first final bill. In case of

#### NOTICE INVITING TENDER (NIT) Contd......

term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor.

- 6.4. A contractor who has executed standing security bond but not corresponding to the appropriate class as mentioned above, shall lodge with the Accepting Officer, Additional Security Deposit as notified by the Accepting Officer within thirty days of the receipt of his notification of acceptance of his tender/bid, failing which this sum will be recovered from the first RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However, in case where any payment is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender/bid, the amount of additional security deposit shall be recovered from such payment.
- 6.5. The GE/AGE(I) will return the Earnest Money wherever applicable to all unsuccessful tenderers/bidders by endorsing an authority on the deposit-at-call receipt for its refund, on production by the tenderers/bidders a certificate of the Accepting Officer that a bonafide tender/bid was received and all documents were returned.
- 6.6. The GE/AGE(I) will either return the Earnet Money to the successful tendered/bidder by endorsing an authority on the deposit-at-call Receipt for its refund on receipt of an appropriate amount of Security Deposit or will retain the same in part or full on account of security deposit if such a transaction is feasible.
- 6.7. Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer/bidder at the office of Accepting Officer and concerned GE/AGE(I) during working hours.
- 7. The tenderers/bidders are advised to visit the site of work by making prior appointment with GE/AGE(I) who is also the Executing Agency of the work (see appendix 'A'). The tenderers/bidders are deemed to have full knowledge of all relevant documents, samples, site etc., whether they have inspected them or not.
- 8. Any tender/bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
- 9. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specifications of work to be done and of the conditions and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
- 10. Tenderers/bidders must be in possession of a copy of the MES Standard Schedule of Rates (see Appendix 'A') including amendments and errata thereto.
- 11. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the www.defproc.gov.in website. The applicant contractor/bidder if he so desires may appeal to the next higher Engineer authority viz HQ Chief Engineer (AF) Allahabad on email idallahabadengrs@gmail.com with copy to the Accepting Officer on email before the scheduled date of opening of Finance Bid. The decision of the Next Higher Engineer Authority (NHEA) shall be final and binding. The contractor/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
- 12. The Accepting Officer reserves the right to accept a tender submitted by a public Undertaking, giving a price preference over other Tender(s)/bids which may be lower, as are admissible under the

#### NOTICE INVITING TENDER (NIT) Contd......

Government Policy. No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/bid is rejected.

- Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
- 14. This Notice Inviting Tender (NIT) including Appendix 'A' shall form part of the contract.

Signature of contractor

For Accepting Officer

#### **APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)**

1. Commander Works Engineers (AF) Maharajpur on behalf of President of India invites e-tender as per terms and condition laid down in the tender documents uploaded on MES e-procurement portal "www.eprocuremes.gov.in" from eligible enlisted contractors of MES and enlisted/un-enlisted contractors working with other Govt Departments meeting eligibility criteria for the under mentioned work:

1.	Name of work	SPL REPARIRS / REPLACEMENT OF UN SERVICABLE HPSV LIGHTS FITTINGS WITH ENERGY EFFECIANT LED LIGHTS FITTINGS AND CONNECTED WORK IN DOMESTIC AREA AT A/F STATION MAHARAJPUR
2.	Estimated cost	Rs 73.00 Lakh (At par Market)
3.	Period of Completion	Six Months
4.	Cost of tender documents	Rs. 1000.00 in the shape of DD/Bankers Cheque from any Scheduled Bank in favour of Garrison Engineer (AF) TECH AREA Maharajpur and payable at Gwalior
5.	Website/portal address	www.eprocuremes.gov.in and www.mes.gov.in
6.	Type of Contract	The tender shall be based on IAFW-2249 (General Conditions of the Contracts) and IAFW 1779A (Revised 1955), List of items of work to be priced by tenderer. The tenderers are required to quote their item rates in Schedule 'A' {BOQ/Price bid}.
7.	Information and details	
	(a) Bid Submission start date	10 Oct 2018
	(b) Last date of bid submission	16 Oct 2018
	(c) Date of bid opening	17 Oct 2018
8.	Eligibility criteria	
	(A) For MES enlisted contractors	All contractors enlisted with MES in Class 'C' & above and category b(i) shall be considered qualified provided they do not carry adverse remarks in WLR of competent Engineer Authority.
	(B) For Other contractors	<ul> <li>(a) The firm not enlisted with MES shall meet the enlistment criteria of 'C' class MES contractors and category 'b(i)' i.e. with regard to having satisfactorily completed requisite value works, Annual turnover, solvency, working capital, immoveable property/fixed assets, T&amp;P, Engineering establishment, no recovery outstanding in any Govt Department, Police verification/passport etc. Enlistment criteria may be seen in Para 1.4 of section 1 of Part I of MES Manual on Contracts – 2007 (Reprint – 2012) as available in all MES formations.</li> <li>(b) These firms shall also submit copy of police verification from police verification from police authority of the area where the</li> </ul>
		registered office of the firm is located/ notarised copy of valid passport of proprietor/each partner/each Director.  (c) They should not carry adverse remarks in WLR/or any other

		similar report of any authority.
	(C) For all contractors	Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/another firm except sons/daughters of proprietor/partners/Directors and firm's own employees, Director, Project Manager. This shall be subject to certain conditions which will be prescribed in the NIT forming part of the tender documents.
9.	Tender issuing authority and Accepting Officer	Commander Works Engineers (AF), Maharajpur
10.	Executing agency	Garrison Engineer (AF) Tech Area Maharajpur, Gwalior
11.	Earnest Money	Rs 1,33,000.00 in favour of Garrison Engineer (AF) Tech Area Maharajpur payable at Gwalior.

- (a) The Contractor enlisted upto one class below the eligible class may also apply/bid. Application/bids from one class below eligible class applicants may be considered in the event of inadequate response/bids from the applicants of eligible class.
- (b) (i) Applications/bids not accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender and earnest money (as applicable) shall not be considered for validation of 'T' bid and their finance bids will not be opened.
  - (ii) Tenderers/bidders to note that they should ensure that their original DDs and earnest money (as applicable) are received within 07 days of bid submission end date.
  - (iii) In case of applications/bids from enlisted contractors of MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid.
  - (iv) In case of applications/bids from un-enlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors alongwith complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid.
  - (v) In case of applications/bids (Enlisted contractor as well as un-enlisted contractor) where scanned copies of requisite Earnest Money (as applicable) were uploaded but the same are not received in physical form within stipulated time, such bids shall not qualify for opening of finance bid.
  - (c) Contractors enlisted with MES will upload following documents for checking eligibility and in case documents not uploaded the bid submitted will be disqualified:-
    - (i) Application for bid in Firm's letter head.
    - (ii) Enlistment letter.
    - (iii) Scanned copy of DD of cost of tender.
    - (iv) Documents pertaining to firm's EPF number.
    - (v) Documents pertaining to service tax registration number
  - (d) Contractors not enlisted with MES will be required to upload necessary documents to prove their eligibility for enlistment in eligible class & category of work, including Affidavit for no recovery outstanding. List of documents required for enlistment in MES has been given in para 1.5 of section 1 of part I of MES Manual on Contracts 2007 (Reprint 2012). Following documents shall also be uploaded amongst others.
  - (i) Details of three highest valued similar nature of works executed during last five years financial year-wise in tabular form giving name of work, Accepting Officer's details viz. Address, Telephone, FAX No, E-mail ID etc, date of acceptance of partners/authorized Director of pvt/Public Ltd. as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.
  - (ii) Solvency certificate and working Capital Certificate issued by scheduled bank.
  - (iii) Annual turnover certificate for last 2 years issued by Chartered Accountant along with relevant pages of audited balance sheets in support thereof.

#### APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd......

- (iv) Affidavits for possession of movable & immovable properties by proprietor/partner owning the immovable property alongwith Valuation Certificate from Regd. Valuer in support of movable & immovable properties. In case of Limited Company, the immovable property is required to be in the name of the company.
- Apart from documents mentioned under para (d) (i) to (iv) above it is mandatory for contractors not enlisted with MES to upload documents as mentioned under para c(i), (iii), (iv) & (v) here-in-before.
- In addition the un-enlisted contractors shall also furnish affidavit on non Judicial stamp paper in the form of hard copy declaring their turnover for last 2 (Two) years.
- (vii) Scanned copy of DD of cost of tender and earnest money.
- In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineer authority (e) i.e HQ Chief Engineer (AF) Allahabad on email id allahabadengrs@gmail.com against rejection, whose decision shall be final and binding. However, contractor/bidder shall not be entitled to any compensation whatsoever for rejection of technical/prequalification bid.

Signature of contractor

84048/ 02 /E8

HQ Commander Works Engineers (AF) Maharajpur, Gwalior (MP) Gwalior - 20

Tele: 0751-2479104

for Accepting Officer

Dated: 25 Sep 2018