

MILITARY ENGINEER SERVICES**REPAIR TO ROAD IN ADM AREA AT AF STATION MAHARAJPUR**

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Signature of Contractor

Dated:

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

*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

84049/ 03 / E8

13 Sep 2018

M/S _____

_____**REPAIR TO ROAD IN ADM AREA AT AF STATION MAHARAJPUR**

Dear Sir,

1. 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.
2. Bids will be received online by ACCEPTING OFFICER upto the date and time mentioned in 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.
3. 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.
4. 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 **19Sep 2018 by 1700 Hours**. You are requested not to write piecemeal points and forward your points duly consolidated before due date viz **19 Sep 2018**.
5. 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 **NIT** alongwith 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.

(b) 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 1st 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 1st RAR payment or from the Final Bill (See Condition 22 of GCC(IAFW-2249).

4. CONTRACTORS ENLISTED IN MES FORMATIONS OTHER THAN CE CENTRAL COMMAND

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 www.defproc.gov.in 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.

5.6 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. REVOKATION/REVISION OF OFFER UPWARD/ OFFERING VOLUNTARY REDUCTION, 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 in 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 ENGINEER SERVICES

Tele : 2479104

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

84049 / 03 / E8

13 Sep 2018

REPAIR TO ROAD IN ADM AREA AT AF STATION MAHARAJPUR

Messrs/Shri _____ of _____
are/is hereby authorised to tender for the above work.

The tender (Quoted Financial Bid) is to be uploaded by the tenderer on MES website www.defproc.gov.in on date and time (Critical dates) as given on website or as amended therein.

Any correspondence concerning this tender should be addressed as indicated at the top of this sheet, quoting the reference as given.

**THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF
TO ACCEPT THE 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****REPAIR TO ROAD IN ADM AREA AT AF 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 tender 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	- Running meter
(b)	CM, cm	- Centimeter/cement mortar
(c)	MM, mm	- Millimeter
(d)	CUM, cum, cuM	- Cubic Meter
(e)	Sqm, SQM	- Square Meter
(f)	m./l, M&L	- Material & Labour
(g)	S/F, S&F	- Supplying and fixing
(h)	C/O, CO	- Carried over
(j)	B/F, BF	- Brought forward
(k)	Kg	- 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 from 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 cost of testing shall be borne by the contractor.
16. The tenderer's quotation shall include all statutory levies/duties, construction labour 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) Adm Area Maharajpur, Gwalior.

Signature of Contractor
Date: _____

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

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	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6
1	Old unserviceable cat eyes	Each	145.00	1.00	400.00
2	Old unserviceable delineator made of MS	Each	25.00	50.00	2500.00
TOTAL AMOUNT OF SCHEDULE OF CREDIT C/O TO GENERAL SUMMARY OF SCH 'A'				Rs.	1395.00

Signature of Contractor

Dated:

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

GENERAL SUMMARY OF SCHEDULE 'A' / BOQ

1. Total Amount brought forward from summary BOQ. = Rs. _____

2. Total amount brought forward from Credit schedule = Rs. (-) 1395.00

Net Contract Sum = Rs. _____

Signature of Contractor

Dated:

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

SCHEDULE 'B'

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

Srl No	Particulars	Rate which materials will be issued to the Contractor		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)

Sl No	Quantity	Particulars	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

.....NIL.....

SCHEDULE 'D'

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

Sl No	Quantity	Particulars	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

.....NIL.....

Signature of Contractor

Dated:

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

TENDER

To,

The President of India

Having examined and perused the following documents.

1. Specifications signed by DCWE (Contracts).
2. Drawing as detailed in the list of drawings.
3. Schedule 'A', 'B', 'C' and 'D' attached thereto.
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.
5. 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.

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

7. Should this tender be accepted I/We/agree.

*(a) That the sum of Rs _____ (Rupees _____ only) forwarded as Earnest money shall either be retained as a part of Security Deposit or be refunded by the Government on receipt of an appropriate amount of Security Deposit, as 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 Sub-division 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

*To be deleted where not applicable.

Signature. in the capacity of 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.....

ACCEPTANCE

..... Alterations have been made in this documents and as evidence that these alterations were made before execution of contract agreement, these have been initialed by the contractor and N K Vohra, DCWE (Contracts).

The said officer is hereby authorized to sign and initial on my behalf the documents forming part of this contract.

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..... (Rupees..... only) on 2018.

Signature.....

Dated this.....day of.....2018

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 20A1 to 20A33) with errata Nos 1 to 20 and amendment Nos 1 to 40 (Page No.20A34 to 20A54) 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.

SPECIAL CONDITIONS**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 labour on 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 GE's 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 carry out 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 along with 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. REIMBURSEMENT/REFUND ON VARIATION IN "TAXES DIRECTLY RELATED TO CONTRACT VALUE"

8.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including sales/tax/VAT on materials, sales tax/Vat on works contracts, Turnover Tax, Service Tax, 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 contract value" prevailing 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.

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 with all information relating thereto which he may be in a position to supply. The contractor shall submit the other documentary proof/information as the GE may require.

8.2 (c) The contractor 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 Rs3.75 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) Cat Eyes/ Pavement Marker
- (b) ABS Plastic Steel Bump
- (c) Interlocking Paver
- (d) Steel
- (e) Cement

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 incorporation 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 authorised stockists where such authorised stockists 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. BLANK**29. CONTRACTORS SITE LABORATORY AND TESTING CHARGES (MANDATORY FOR WORKS COSTING RS 1 CRORE & ABOVE)**

29.1 A site laboratory may be set up by the contractor for carrying out the tests as required under the contract at their option for the work costing less than Rs 1.00 Crore. However, for work costing more than Rs 1.00 Crore provision of site laboratory is mandatory & contractor shall quote their rates considering these aspects. The laboratory shall fully equipped and shall be approved in writing by the Garrison Engineer. The calibration of equipment shall be periodically checked by the Garrison Engineer.

29.2 The types of test and frequency of tests to be carried out in such site laboratory are attached as Appendix "A" to Special Conditions. However keeping in view the nature work, GE/AGE (I) may add additional test checks to this list or modify the list as required.

29.3 The contractor shall be responsible for such tests to be carried out and for that they shall employ a competent technical representative as approved by the GE/AGE(I) and all such tests shall be carried out in the presence of Engineer-in-Charge.

29.4 The charges for the tests carried out in site laboratory of the contractor shall not be recovered, as the test shall be carried out by the contractor at his own cost in his site laboratory. However, the charges for test shall be recovered from the contractor only if he does not carry out the tests catered for in the contract and these are got done at MES laboratory.

29.5 Where testing of contractor's materials is carried out in Zonal/National Test House/SEMT Wing/Engineering college, testing charges shall be recovered from the contractor's running payments/final bills as the case may be.

29.6 A percentage/selected checks as decided by the Accepting Officer, shall got done independently in the zonal/Govt laboratory and expenditure for such tests the testing charges (unless otherwise specifically mentioned here-in-after or particular specifications) shall be borne by the department.

29.7 The rate quoted by the contractor is deemed to be inclusive of the expenditure towards tests to be carried out as per Appendix 'B' enclosed here-in-after.

29.8 Level of testing shown in Legend as A, B & C are defined as under:-

Level 'A':-

(a) "Site lab" means own site lab established by Contractor at the work site for such tests. This lab shall house all the facilities including T& P, machinery, equipment, manpower, etc required for conducting tests. This lab shall be operative for the entire duration of the contract till its completion. Tests shall be carried out in the presence of Engineer-in-Charge to be nominated by GE/AGE(I) or any other departmental official to be nominated by the GE/AGE(I). Random check of compliance of frequency of testing shall be done by GE/AGE(I).

(b) Records shall be maintained at work site. These test results shall be signed by Contractor or this authorised representative and aforesaid departmental official.

(c) Within 15 days of placement of work order No. 1, site lab shall be established and fact reported by the contractor to GE/AGE(I) in writing who will verify the fact and satisfy himself of the facilities provided. There after GE/AGE(I) shall issue a certificate to this effect in writing listing out equipment particulars etc of each material test. Only after issue of this certificate by GE/AGE (I) the tests shall be carried out and materials so approved shall be incorporated in the work

(d) Manpower, material and infrastructure like electricity, water etc required for conducting these tests shall be provided by the Contractor.

(e) Tenderer is deemed to cater for above provisions in his quoted rates.

(f) Remedial measures, if any, required to achieve/obtain desired results for each test shall be taken promptly by the Contractor.

(g) In case, during any point of time, Contractor fails to adhere to the laid down frequency of the tests for any reasons whatsoever, the Contractor shall get the tests done from any other lab whose name shall be approved by GE/AGE(I) in writing. The testing charges payable by Contractor to such labs shall be paid by the Contractor. Contractor's quoted rates is deemed to include for this eventuality and nothing extra shall be payable to the Contractor. No extension of time shall be admissible on this account.

(h) However in case GE/AGE(I) in his opinion considers that Contractor is purposely not adhering to the laid down frequencies of the tests, he shall reserve the right to deduct penal recovery which shall be double the rates of tests indicated in Appendix 'B'. However besides effecting penal recovery for noncompliance of contractual testing frequency, for adhering to quality control norms of testing simultaneously AGE(I) will get tests done from Zonal lab as per laid down frequency and necessary testing charges given against level 'A' shall be recovered from running bills. In case facilities are not available to conduct test in Zonal Lab, then GE/AGE(I) will get them tested from any other sources and necessary testing charges paid by GE/AGE(I) shall be debited to the running payments. GE/AGE(I)'s decision shall be final and binding on recoveries. However no recovery shall be affected from the contractor for the tests carried out by the contractor has not defaulted as mentioned above.

Level `B':-

- (a) "Zonal Lab" means lab of CWE(AF) Maharajpur, located at Gwalior or at any other location within the zone as notified by the Accepting Officer.
- (b) The tests shall be conducted as per frequencies laid down for these tests in these labs for which Contractor shall provide all requisite facilities like samples, cubes, material etc, transportation to these labs for testing purpose. It will be Contractor's responsibility to adhere to the laid down frequency of testing. Test results shall be sent by lab to the GE/AGE (I) whose copies can be made by Contractor at his own expense. Testing charges for the tests so conducted shall be recovered at the rates indicated in Appx `B' from the running payments. The Contractor's quoted rates are deemed to quote for above provision.
- (c) Provision of para (h) above of Level `A' shall be applicable to Level `B' also.

Level `C'

- (a) Level `C' lab stands for National Test House/SEMT Wing, Pune located in CME Pune -31/Engg Colleges where such facilities exist.
- (b) Rest provision contained in para (b) of Level `B' above shall be applicable here except that Contractor shall obtain test results from these labs and handover to GE/AGE(I). The testing charges payable to these labs for conducting these tests shall be borne by the Contractor and his quoted rates are deemed to be inclusive of their aspects.

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.

33. 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.

36.2 The Contractor shall reimburse the loss to the Govt. on account of any damage, that may occur on this account.

37 PRECAUTION AGAINST RISKS

37.1 The Contractor shall be responsible at his own expense in taking precaution to 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 and 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

38.1 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 :

39.1 Additional security deposit when deposited by the Contractor as per Condition 22 of the IAFW-2249 shall be released in two stages as under :-

a) 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.

b) 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).

c) 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.

40. Blank

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. VERIFICATION OF ANTECEDENTS OF CONTRACTORS REPRESENTATIVE / LABOUR:

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. Blank

46. OUT PUT OF ROAD ROLLER

46.1 Refer conditions 15, 34 and 35 of IAFW-2249 (General conditions of contract. Road Roller shall not be issued under schedule 'C' for this work. The conditions 15, 34 and 35 of IAFW-2249 shall be amended accordingly.

46.2 The Road roller required for the work shall be provided by the contractor at his own arrangement and cost including Driver, helper and fuel & lubricant. Road roller provided by the contractor shall be 8 to 10 tonne capacity power driven. The contractor shall maintain a log book of each road roller for recording the followings:-

- (a) Registration No of Road Roller with model No.
- (b) Name of the owner of Road Roller.
- (c) Driver's Name and his driving licence No.

46.3 The date hours of working of Road Roller shall be entered in the log book with duly signed by the contractor or his authorized representative and the Engineer-in-Charge. It is also responsibility of the contractor regarding record the date of entry and exit of Road Roller in concerned register in the Gate of Defence premises.

46.4 To ensure proper consolidation, Road roller must work for the least number of days assessed on the basis of output given here under. If the road roller has not worked for the number of days so assessed, a recovery @ Rs. 2000.00/day be effected from the contractor for the number of days failing short of the days assessed on the basis of output stipulated.

46.5 The above provision shall not, however, absolve the contractor of his responsibility of properly consolidating surfaces as required under the provisions of the contract.

46.6 Out Put per day of 8 hours work of power driven Road Roller of 8 to 10 tonne capacity as under:-

- | | | |
|--------|--|------------|
| (i) | Consolidation of formation surfaces/Sub grade | - 1850 Sqm |
| (ii) | Consolidation of stone soling 20 to 23 cm thick | - 518 Sqm |
| (iii) | -ditto- but for 15 cm thick, | -800 Sqm |
| (iv) | Consolidation of water bound macadam (Stone metal) 7.5cm
Consolidated thickness including spreading and consolidation
with binding materials. | - 248Sqm |
| (v) | Consolidation with water bound macadam (Stone metal) 10 cm
Consolidation thickness including spreading and consolidation
with binding materials. | - 279 Sqm |
| (vi) | Consolidation of one surfaces dressing | - 774 Sqm |
| (vii) | Consolidation of two coat surface dressing | - 558 Sqm |
| (viii) | Consolidation of 2.5cm thick premixed carper including seal coat- | 600 Sqm |
| (ix) | Consolidation of 2 cm thick premixed carpet including seal coat. | - 774 Sqm |
| (x) | Consolidation of bituminous mixture, 2 parts of broken stone
Metal and one part of sand and bitumen, consolidated thickness 4 cms. | - 370 Sqm |
| (xi) | Consolidation of 15 cm thick earth berm | - 1800 Sqm |
| (xii) | Consolidation of broken stone base | - 500 Sqm |

Signature of Contractor
Date:

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

Appx 'A'**MATERIALS AND THEIR TESTS**

SI No	Material	Tests	Method of testing	Frequency of tests			Level of test	Rate per test Rs.	Remarks
1	2	3	4	5			6	7	8
1.	Brick	1) Compressive strength	IS-3495 (Part-II)	As per IS-5454 as given under:			A	180/-	Checks for visual and Dimensional characteristics shall also be carried out as per IS:5454 Legend: A - Site Lab - Zonal Lab/Govt Engg College / Govt Polytechnic
		2) Water Absorption	--Do--	Lot Size.	sample Size	permissible Nos of defective bricks	A	150/-	
		3) Efflorescence	---Do... (Part-I)	1001 to 10000	5 10	0 0	A	180/-	
				10001 to 35000	15	1			
2.	Coarse Aggregate	1) Sieve Analysis	IS:2386 (Part-I)	One test for every 15 cum of aggregates or part there of brought to site.			A	120/-	-National test house/SEMT WING /Engg. College/Govt ply Technic
		2) Flakiness Index	---do--	---do--			A	90/-	
		3) Estimation of deleterious materials	---do--	One test for every 100 cum of aggregate or part thereof.			A	120/-	
		4) Organic impurities	---do--	One test per source of supply			C	120/-	
		5) Moisture content	IS:2386 (Part-II)	Regularly as Reqd.			A	120/-	
		6) Specific gravity	--do--	One test for each source of supply.			B	120/-	
3.	Fine aggregate	1) Sieve Analysis	(IS:2386Pt-I)	One test for every 15 cum of FA or part thereof when brought to site.			A	180/-	
		2) Test for clay, silt and impurities.	--do--	--do--			A	90/-	
		3) Specific gravity	--do..but (Part-II)	One for each source of supply			B	180/-	
		4) Test for organic impurities	--do--	One test for each source of supply.			C	180/-	
		5) Moisture content	-do-	Regularly as required subject to 2 tests/ per day when being used.			A	180/-	

1	2	3	4	5	6	7	8												
4.	Cement	1) Setting time 2) Soundness 3) Compressive strength 4) Fineness	IS-4031-63 Reaffirmed 1980 --do-- --do-- --do--	Once for each consignment or as and when Reqd. --do-- --do-- --do--	B C B C	180/- 120/- 360/- 120/-													
5.	Structural concrete	1) Slump test or compacting factor time or VEE-BEE test 2) Compressive strength	IS-1199 IS-516	The Min frequency of sampling of concrete of each grade shall be as under :- <table border="1"> <thead> <tr> <th>Qty of Conc.in the work (M³)</th> <th>No of Samples</th> </tr> </thead> <tbody> <tr> <td>1 - 5</td> <td>1</td> </tr> <tr> <td>6-15</td> <td>2</td> </tr> <tr> <td>16-30</td> <td>3</td> </tr> <tr> <td>31-50</td> <td>4</td> </tr> <tr> <td>51 & above</td> <td>4+1 for each additional 50 cum or part thereof</td> </tr> </tbody> </table>	Qty of Conc.in the work (M ³)	No of Samples	1 - 5	1	6-15	2	16-30	3	31-50	4	51 & above	4+1 for each additional 50 cum or part thereof	A A	180/- 120/- per sample	(1) Random sample shall be carried out to cover all mix units. (2) Refer IS-456-2000 Clause. 15.2 for frequency of sampling.
Qty of Conc.in the work (M ³)	No of Samples																		
1 - 5	1																		
6-15	2																		
16-30	3																		
31-50	4																		
51 & above	4+1 for each additional 50 cum or part thereof																		
6.	(a) PCC block for walling (Hollow Block)	1) Compressive strength. 2) Water Absorption. 3) Density.	IS:2156-1984 (Appx 'B') -do- (Appx 'B') -do- (Appx 'A')	8 Blocks out of 14 3 Blocks out of 14 5 Blocks out of 14	A B B	60/- 120/- 90/-	Samples :- 14 blocks from consignment of every 5000 blocks or part thereof.												
	(b) PCC solid block for walling.	1) Compressive strength 2) Water absorption. 3) Density	IS-2185 -do- -do-	12 Blocks out of 18 3 Blocks out of 18 3 Blocks out of 18	A B B	60/- 120/- 120/-	Samples :- 18 Blocks from consignment of every 1000 or part thereof. These Blocks shall be checked for dimensions and weight												

1	2	3	4	5	6	7	8
7.	Cement flooring Tiles/Terrazzo tiles	1) Water absorption 2) Wet Transverse strength 3) Resistance to wear	IS:1237-1980(Appx 'D') -do-(Appx "E") -do- (Appx 'F')	6 Tiles out of 18 -do- -do-	B B C	180/- 144/- 540/-	Samples : 18 Tiles from each source of supply selected at Random.
8.	Water for constn purpose	1) Test for acidity 2) Test for alkalinity 3) Test for solid content	IS:456 & 3025 -do- -do-	Once at the stage of approval of source of water	B B C	240/- 240/- 300/-	Refer relevant clause of IS-456:2000
9.	Bitumen for road pavement work	(i) Penetration value (ii) Softening points (iii) Elongation (iv) Wax content (v) Flash point/ Fire point (vi) Ductility	IS:73 -do- -do- IS:1209 IS:1208 IS:1208	1 test per batch of bitumen supplied in bulk or drum -do- -do- -do- -do- -do-	B, C B, C B, C B, C B, C	250/- 300/- 250/- 300/- 250/- 300/- 250/- 300/- 250/- 300/-	

Signature of Contractor
Date

(N K Vohra)

-sd- (digitally)

DCWE(Contracts)
For Accepting Officer

PARTICULAR SPECIFICATION**1.0 GENERAL**

- 1.1** Work under this contract shall be carried out in accordance with Schedule 'A', Special Conditions, Particular Specifications, including notes thereon (unless specified otherwise) and general rules and specifications given in MES SSR Part I –2009 as well as general rules, Special Conditions and preambles to the various rates given in MES SSR Part II –2010 (MES SSR Part I & Part II hereinafter called MES Schedule).
- 1.2** The term 'General Specification' referred to hereinbefore as well as referred to in IAFW-2249 (General Conditions of Contracts) shall mean the specifications contained in the MES Schedule Part I.
- 1.3** General Rules, Specifications, Special Conditions, method of measurements, preambles in the MES Schedule shall be deemed to be applicable to the work under this contract, unless specifically mentioned otherwise in these documents.
- 1.4** The term "as specified", wherever appears in tender documents, relates to relevant particular specifications and in its absence general specifications.
- 1.5** Particular specifications in this section given hereinafter shall be generally applicable to all works covered under Schedule "A". The particular specifications are brief and are only to particularize, amend and emphasize the specifications given in MES Schedule, which are not repeated.
- 1.6** Where specifications/provisions given in these particular specifications are at Variance with the provisions/specifications given in MES Schedule, specifications/provisions given in these particular specifications, hereinafter, shall be followed.
- 1.7** Where specifications for any item of work are not given in MES Schedule or in these particular specifications, specifications as given in relevant Indian Standard or Code of practice shall be followed.

2. MATERIALS THAT LOOSE IDENTITY AFTER INCORPORATION:

- 2.1** Materials such as water proofing compound, paint, chemicals for anti termite treatment, cement, steel for reinforcement etc. the quantity of which cannot be checked after incorporation in the work shall, when collected at site **be recorded in the Measurement Book** and signed by both the MES representative and the contractor so as to check and ensure that the required quantity has been brought to site for incorporation in the work. Reference to Purchase Vouchers/invoice No, Name of the manufacturer/dealer from whom materials have been purchased shall be recorded in the Measurement Book(s).
- 2.2** Unless otherwise specified, the contractor shall obtain/procure materials direct from manufacturers or their authorised dealers/stockists where such authorised stockists have been appointed. The contractor shall produce original voucher/invoice of supplier to the GE to ensure that the contractor has actually brought all the required quantity and the quality of the materials from the authorised dealer/manufacturers and also to find out the rate. The vouchers/invoice shall be endorsed date and verified and signed by Engineer-in-Charge and the Contractor and kept with the Engineer-in-Charge who shall forward these to the GE soon after completion of works.
- 2.3** Materials brought at site shall be stored as directed by the Engineer-in-Charge and those already recorded in Measurement Book shall be suitably marked for identification.
- 2.4** The contractor shall ensure that the materials are brought to the site in original sealed container or packing, bearing manufacturer's marking.
- 2.5** A register showing the daily consumption of the chemical for anti termite treatment shall be maintained, which shall be signed by the Engineer-in-Charge and the contractor in token of correctness of the entries therein. The register shall also indicate the following:-

- (a) Name and address of the manufacturer and supplier.
- (b) Requirement of chemical in the work as per specifications.
- (c) The quantity actually used in the work.
- (d) Batch number of chemical received and its date of expiry.

3.0 PRODUCTION OF RECEIPTED BILLS/CASH MEMOS FOR MATERIALS PROCURED

3.1 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 items /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) Cement (b)Bitumen**

3.2 Additional materials for which production of purchase vouchers is considered necessary are:

- (a) Cat Eyes/ Raised Pavement marker
- (b) Thermoplastic Paint, PCC Interlocking Tiles

4.1 FINE AGGREGATE

- (a) Fine aggregate (sand) for concrete work shall conform to specifications and grading within the limits of grading Zone I to III as specified in clause 4.4.1 to 4.4.7 of SSR Part-I.
- (b) Fine aggregates(sand) for plastering/pointing work, shall conform to the specifications and gradings specified in clause 14.5.2 of SSR Part I.
- (c) Fine aggregate(sand) for mortar, for brick work, stones masonry work and all other works, shall be as specified in clause 5.4 of SSR Part I.

(d) Fine aggregate(Sand) shall be washed if deleterious materials are beyond the limits as specified in the IS.

4.2 COARSE AGGREGATE

- (a) Coarse aggregate(stone aggregate) for all cement concrete work i.e. PCC/RCC shall be of approved quality all as specified in clauses 4.4.1 to 4.4.7 of SSR Part I. Mixture of two type shall however not to be used.
- (b) Coarse aggregate (stone aggregate) 20 mm and below shall be machine crushed and above 20 mm may be hand broken.

5. CEMENT CONCRETE

5.1 CEMENT:-

5.1.1 Cement required for the entire work under the concrete shall be procured, supplied and incorporated in the works by the contractor under his own arrangement. Cement shall be of tested quality and shall comply with the requirements mentioned in the drawings, MES Schedules, IS Specification as amended and particular specifications given hereafter.

5.1.2 Type of Cement for the subject work shall be Ordinary Portland Cement of Grade-43 (Forty Three) in accordance with IS-8112 of 1989 or Portland Pozzolana Cement (IS : 1489-1991(Part-I). Mixing of OPC & PPC shall not be allowed in the work and only one type of cement shall be used in a particular building.

5.1.3 While using the PPC, following requirements shall be met by the contractor: -

- (a) PPC shall meet the strength criteria of 43 Grade OPC as laid down in IS: 8112-1989.
- (b) The minimum period before striking formwork given in clause 11.3.1 of IS: 456 of 2000 shall be suitably increased at site by the GE/AGE (I). The contractor shall not claim anything extra on this account.
- (c) The contractor shall submit the following certificates from the manufacturer of the cement for every batch of cement: -
 - (i)The quality of fly ash is strictly as per IS – 1489 (Part-I) – 2002.
 - (ii)Fly ash is inter-ground with clinker and not mixed with clinker.
 - (iii)Dry fly ash is transported in closed containers and stored in silos.
 - (iv)Only pneumatic pumping has been used.
 - (v)The fly ash is received from thermal power plant using high temperature combustion above 1000° C has only been used.

5.2 **SOURCES OF PROCUREMENT**

(a) Cement shall be procured by the contractor directly from any of the following main producers of cement (for OPC & PPC) or other primary producers **approved by E-in-C's branch prior to date of receipt of tender** : -

- | | |
|--|----------------------------|
| (i) The Associated Cement Companies Ltd. | (ii) Grasim Industries Ltd |
| (iii) Ultra Tech Cement | (iv) The India Cement |
| (v) Dalmia Cement (Bharat) Ltd. | (vi) Andhra Cement |
| (vii) Century Cement | (viii) Saurashtra Cement |
| (ix) Binani Cement | (x) Madras Cement |
| (xi) Mangalam Cement | (xii) BirlaCorpn. Ltd |
| (xiii) Orient Cement | (xiv) Shree Cement |
| (xv) JK Cement | (xvi) Jaypee Rawa Cement |
| (xvii) Ambuja Cement Ltd | |

(b) In case the estimated total requirement of cement for the work is less than 1200 bags cement can be procured from the authorised dealers/distributors of manufacturers of above firms. However contractor shall submit test certificate for the batch issued by the manufacturer.

(c) The contractor shall furnish the particulars of the manufacturer of cement along with the date of manufacture to the Garrison engineer for every lot of cement separately. The cement so bought shall be fresh and in no case older than 90 days from the date of manufacture. The GE/AGE (I) shall verify the document in support of the purchases of cement. Before placing order of supply of cement by the contractor, he shall obtain written approval from the GE/AGE (I) regarding name of manufacturer, quantity of cement etc. Cement shall be procured for minimum requirement of one month and not exceeding the requirement of the same for more than two months at a time. The cement shall be consumed in the work within three months after receipt. Cement shall conform to the requirement of IS specification and each bag of cement shall bear relevant ISI mark. The weight of each consignment shall be verified by the GE/AGE (I) and recorded. The content of cement shall be checked at random to verify the actual weight of cement per bag. However, the content of cement per bag shall be 50 Kg only subject to tolerance given in Annexure `B' of IS-8113 and Annexure `B' of IS - 1489 for OPC and PPC respectively.

5.3 **TESTING**

5.3.1 The manufacturer is required to carry out inspections and testing of cement in accordance with the

relevant BIS provisions, The contractor shall submit the Manufacturer's Test Certificate in original along with the test sheet giving the result of each physical test as applicable and chemical composition of the cement or authenticated copy of thereof duly signed by the manufacturer, with each consignment. The Engineer-in-Charge shall record these details in the cement Acceptance/Rejection Register as appended in **Appendix 'B'** to these particular specification, after due verification.

5.3.2 The GE/AGE (I) shall organise independent testing as per IS-3535 (method of sampling hydraulic cement) and IS-4031-1995 (Method of physical test for hydraulic cement) and IS-4032-1985 (Method of chemical/analysis of hydraulic cements) of random sample of cement drawn from each lot of the consignment from; National Test House, SEMT Wing, CME, Pune, Regional Research Laboratories, Govt. Engineering Colleges and Govt approved lab.

5.3.3 The contractor shall make available required cement and other facilities for testing of cement by GE/AGE

(I) as specified here-in-before and shall bear the cost of testing irrespective of whether sample passes or fails. GE/AGE(I) shall make payment to the testing house lab and direct the Contractor to deposit the amount in Govt. treasury in favour of GE/AGE(I) concerned and submit the treasury Challan to the GE/AGE(I) within 10 days of the letter issued by the GE/AGE(I) for payment of cost of testing of cement. If contractor fails to do so, the testing charges shall be recovered from the dues of the contractor.

5.3.4 The required quantity of samples of the cement shall be taken in two Polythene bags and sealed by the Engineer-in-Charge in the presence of representative of the Contractor. The

seal shall be authenticated both by the Engineer-in-Charge and representative of the Contractor. Out of two samples one sample shall be sent for testing and other retained by GE/AGE (I) in his office. Record of these samples shall be kept by Engineer-in-Charge in the register and copy of the same shall be sent to GE/AGE (I)/ CWE/ CE by him for record in concerned contract files.

5.3.5 Cement brought by the Contractor shall be allowed to be incorporated in the work after satisfactory test results of sample sent for testing. GE/AGE (I) shall inform the Contractor about the test results and accord permission to incorporate in the work in writing. GE/AGE(I) shall ensure that word 'pass' is embossed on both sides of the cement bags of lot, which has been found based on specification as per test result. The cost of embossing (both material and labour) shall be borne by the Contractor.

5.3.6 In case the sample got tested by the GE/AGE (I) from the institutions/laboratories mentioned here-in-before fails, the concerned lot of cement shall stand rejected. GE/AGE (I) shall ensure that a mark 'X' is embossed on both sides of each bag of the rejected lot. The cost of material and labour for embossing shall be borne by the Contractor. The GE/AGE (I) will inform the Contractor in writing about the test result and direct him to remove the rejected cement. Contractor shall remove the rejected cement from the site of works within two days of the order by the GE/AGE (I). Contractor shall have no claim whatsoever on account of rejection and removal of cement.

5.3.7 It shall be the responsibility of the Contractor to arrange cement well in advance, to facilitate its testing before use in the work. The Contractor shall submit the program of procurement of cement to the GE/AGE (I) before the date of commencement of the work indicating date of procurement and quantity.

5.3.8 No extension of time shall be admissible on account of any delay in testing of cement. The contractor shall ensure that procurement of cement is regulated in such a manner that adequate time is available for its testing and progress of work is not hampered on this account.

5.4 STORING

5.4.1 The Contractor shall store the cement at site in a covered leak proof godown with locking arrangement,

over a dunnage at least 20 cm high, in such a manner as to prevent deterioration due to moisture or intrusion of foreign matter. The stock of cement stored shall be at least 60 cm away from the walls.

The cement so stored shall be inspected by the JE (Civil) and the rep of the Contractor once in a day to ensure that cement is not affected by moisture or by any other means. Engineer-in-Charge shall make such inspections once in a month. In addition to the inspection, Engineer-in-Charge shall attach a certificate with every RAR that cement is stored as per the above provisions and is safe. The tested and untested cement shall be segregated and stored separately with distinct identification. The cement godown shall be provided with two locks on each door. One lock shall be provided by the GE/AGE(I) and other by the Contractor. The keys of the lock provided by the GE/AGE(I) at each door shall remain with Engineer-in-Charge or his representative and that of the other lock with the Contractor's authorised agent at site of work so that cement is removed from the go-down only according to the daily requirement with the knowledge of both the parties..

5.4.2 Procurement of cement shall be made in phased manner to avoid storage for long duration.

5.5 DOCUMENTATION

5.5.1 The contractor shall submit original vouchers, test certificates and test sheets from the manufacturer/producers for the total quantity of cement supplied under each consignment to be incorporated in the work. All consignments received at the work site shall be inspected by the GE/AGE(I) along with the relevant documents before sample is taken for the testing. The original vouchers and test certificate (original/authenticated) shall be defaced by the Engineer-in-Charge and kept on record in the office of the GE/AGE(I) duly authenticated with cross reference to the control number recorded in the cement acceptance/rejection register shall be signed by JE (Civil), Engineer-in-Charge, GE/AGE(I) and the Contractor. The Accepting Officer may order a Board of Officers for verification of

connected documents produced by the Contractor. The entire quantity of cement shall also be recorded in the measurement book (not to be abstracted) for record purpose before incorporation in the work and shall be signed by the Engineer-in-Charge and the Contractor.

5.6 REQUIREMENT OF CEMENT:- Requirement of cement to be incorporated in the works under this

Contract (except for design mixes) shall be calculated on the basis of the cement constants as circulated by Engineer-in-Chief's Br., Army HQ, New Delhi, which can be seen in this HQ. CWE's Office and GE/AGE (I)'s Office. The quantity of cement required shall be checked jointly by the Engineer-in-Charge and the rep of the contractor at different stages of work and recorded in the cement register, which shall be checked at the time of payment of RAR.

6. Blank

7.0 ROAD

7.1 GENERAL

(a) Work shall be executed as described in Schedule "A" relevant Part and as shown on drawing. GE shall approve layout before execution of work. For general works like excavation and earthwork, concrete, brickwork, plaster etc. refer relevant clauses of particular specifications here in before for building work.

(b) Road shall comprise of premixed carpet over water bound macadam layer over soling over prepared formation as per items of Schedule "A" and as decided by GE. Top level (finished level) and gradient of road shall be as decided by GE considering cognate conditions of layout of road alignment and surrounding area before execution of roadwork.

7.2 EXCAVATION AND EARTH WORK

The Contractor's representative and the Engineer-in-Charge, shall jointly take the levels of existing ground at suitable intervals as directed by the GE and enter the same in measurement book/level book. The drawings shall be prepared jointly showing block levels, plans, longitudinal sections, and cross sections thereof. Authorised quantity of work to be executed for the purpose of payment shall be worked out from 'L' section and subsequent earth works/filling other than authorised will not be considered for payment. Excavation and earth filling shall commence only after the aforesaid 'L' and cross sections are drawn. Computation of areas shall be done with "Trapezoidal Formula" and volume with "prismoidal formula". However, small volume may be derived with "trapezoidal formula" in lieu of "prismoidal formula". Earth filling if any in formations and sub grade of roads shall be carried out in layers not exceeding 25cm thick (spread thickness). Each layer shall be sufficiently watered and consolidated with 8 to 10 tonne power roller. The grade should be brought to the proper levels, camber and gradient by filling all sunken and soft portions with earth so as to prepare the surface for receiving sub base.

7.3 MATERIAL

(a) All material required for roadwork shall be stacked for measurements before incorporation in the work.

(b) The quantities collected shall be sufficient for works required and in addition (at no extra cost to the Govt.) also adequate for repairing to fill hollows appearing during the execution of works.

(c) Measurements of stacks shall be jointly taken by the Engineer-in-Charge and the Contractor's representative and shall be recorded in the measurement book as a check of the quantities brought for the work. The measurement of stacks recorded in measurement book shall be signed by the Contractor and the Engineer-in-Charge.

7.3.1 COARSE AGGREGATE The coarse aggregate shall be crushed material and shall be crushed stone and shall consist of angular, clean, tough and durable fragments, free from disintegrated pieces and organic or deleterious matter and adherent coatings. The aggregate shall preferably be hydrophobic and of low porosity.

7.3.2 PHYSICAL REQUIREMENTS OF COARSE AGGREGATE :The coarse aggregate shall satisfy the all relevant physical requirement as specified in clause 20.B.2.5.2 of SSR part-I 2009.

7.3.3 **FINE AGGREGATE** The fine aggregate shall be the fraction passing 2.8 mm sieve and retained on 90um sieve, and shall consist of crushed screenings, natural sand or a mixture of both. It shall be clean, hard, durable, uncoated, dry and free from injurious, soft or flaky pieces and organic or deleterious matter.

7.3.4 **GRADING OF AGGREGATE** : The combined grading of fine/coarse aggregate as relevant shall comply with the requirement as specified in clause 20.B.2.5.4 of SSR part-1 2009

7.3.5 **BITUMEN**

7.3.5.1 Bitumen shall be paving bitumen VG-30/VG-10 grade conforming to IS-73, (latest Revision). The contractor at his own arrangement shall supply all the bitumen required for the work.

7.3.5.2 Bitumen required for the work shall be procured by the contractor under his own arrangements from the producers listed below: -

- (i) M/s Bharat Petroleum Corporation Limited
- (ii) M/s Indian Oil Corporation Limited
- (iii) M/s Hindustan Petroleum Corporation Limited

7.3.5.3 The contractor shall submit original receipted vouchers and test certificate for each lot of bitumen. Contractor shall also make the facility of testing of bitumen from any recognised Lab/ National test house and the cost of each test shall be borne by the contractor.

7.3.6 **PROCUREMENT OF BITUMEN AND TESTING REQUIREMENT**

7.3.6.1 The paving bitumen shall be procured from main producers like Indian Oil corporation, Bharat Petroleum and Hindustan petroleum.

7.3.6.2 Independent testing of bitumen by the GE shall be optional at the discretion of the GE and testing charge shall be borne in accordance with condition 10A of IAFW-2249 i.e testing charge shall be borne by the Deptt, if the test results are found in order otherwise these shall be borne by the contractor. The contractor at his cost shall provide all facilities required for the testing and cost of materials consumed in test shall also be borne by the contractor.

7.3.6.3 The contractor shall produce original vouchers from suppliers for the total quantity of bitumen supplied under each consignment and to be incorporated in the work. The original vouchers shall be kept on record of the GE duly defaced by Engineer-in- Charge and authenticated.

7.3.6.4 The GE will ensure that contractor place their demand/requisition of bitumen with adequate lead time. The bitumen should be purchased from the storage depots of the main procedures.

7.3.6.5 **Documentation** : The contractor shall submit original vouchers from the manufacturer for the total quantity of bitumen supplied under each consignment to be incorporated in the work. All consignments received at the work site shall be inspected by the GE alongwith the relevant documents before acceptance. The original vouchers and the test certificate shall be defaced by the Engineer-in-Charge and kept on record in this office of the GE duly authenticated and with cross reference to the control number recorded in the bitumen Register.

The bitumen acceptance register will be signed by JE, Engineer-in-Charge, GE and contractor. The accepting officer may order a board of officers for random check of bitumen and shall also be suitably recorded in the measurement book for record purposes as not to be suitably recorded in the measurement book for record purposes as not to be abstracted, before incorporation in the work and shall be signed by the Engineer-in-Charge and the contractor.

7.3.7 MEASUREMENT AND PAYMENT OF BITUMEN

7.3.7.1 The entire quantity of bitumen shall also be suitably recorded in the measurement book for record purpose as not to be abstracted, before in the work and shall be signed by the Engineer-in-Charge and the contractor.

7.3.7.2 The contractor shall plan to procure bitumen well in advance considering the time required for approval and testing of bitumen. No extension of time on grounds of delay in procurement or testing of bitumen shall be admissible.

7.3.7.3 The payment of bitumen shall only be allowed after production of original purchase vouchers, test certificates by the contractor for each consignment of bitumen and results of samples testing are found satisfactory as specified here-in-before.

7.3.8 TESTING CHARGES FOR BITUMEN SUPPLIED BY CONTRACTOR

7.3.8.1 The rate/amount quoted by the contractor shall be inclusive of cost of all sorts of testing/retesting as specified in the tender documents or relevant BIS.

7.3.8.2 The paving bitumen shall be procured from reputed manufactures with bitumen of main producers like OIC, Bharat petroleum and HP.

7.3.9 FILTER The filler shall be cement @2% by weight of total Mix.

8. MIX DESIGN CRITERIA FOR BITUMINOUS MACADAM/DENSE ASPHALTIC CONCRETE/ DENSE ASPHALTIC CONCRETE All the relevant design requirement as specified in clause 20.B.2.11 of SSR parat-1 2009 shall be meet out while designing the mix.

9. BITUMINOUS MACADAM

9.1 General : For all specification & requirement of dense bituminous macadam road works refer clause No. 507 of ministry of surface transport specifications for road & bridge works published by Indian Road congress & paras 20.B.3 of MES Schedule part-1.

9.2 Grading of broken stone aggregates shall be as per para 20.B.2.5.4(b) grading 2 of MES schedule part-1.

10 DENSE ASPHALTIC CONCRETE

10.1 General : Refer paras 20.B.4 of MES schedule part-1

10.2 PREPARATION UNDER LYING COURSE

10.2.1 The underlying course shall be prepared shaped and conditioned to a uniform grade and section as specified. Any depression or pot hole shall be properly made up and thoroughly compacted. The surface shall be scrapped clean and free from dust and foreign material before applying tack coat.

10.2.2 APPLICATION OF TACK COAT :

10.2.2.1 The binder shall be heated to its appropriate temperature and applied uniformly over the prepared surface by mechanical sprayer, The tack coat shall be applied immediately before spreading the mix. The rate of tack coat shall as indicated in Sch 'A'.

11. MIX DESIGN CRITERIA FOR DENSE ASPHALTIC CONCRETE

All the relevant design requirement as specified in clause 20.B.2.11 of SSR parat-1 2009 shall be meet out while designing the mix.

11.1 Dense bituminous asphaltic concrete/bituminous macadam bituminous mixes should be properly designed so as to satisfy relevant criteria needed to assure satisfactory performance and durability. The mix design shall be based on Marshall method. The design shall be got done by IIT/NIT or Govt approved Engineering College/Lab and shall be approved by GE before execution of work.

12. WATER BOUND MACADAM

- 12.1** Water bound macadam in layers shall be provided all as specified in clause 20.A.21 of MES Schedule Part I. Moorum in addition to screening shall be used as required for binding purpose. The consolidation/compaction of each layer shall be done with 8 to 10 tonne power roller. Stone used for WBM shall be granite/black trap or basalt and shall be broken or crushed of 63mm to 40mm grading size, grading 2 or as indicated in Schedule 'A'.

13. PREPARATION OF WBM AND BLACK TOP SURFACES

- 13.1** Preparation of WBM and black top bituminous surfaces shall be carried out as described in Sch 'A' items and all as specified in relevant clauses of MES schedule Part -I and as directed by Engineer-in-charge.

14. PREPRATON OF MIX

- 14.1** The mixing of aggregate and binder and filler shall be done in a Hot Mix plant of adequate capacity either batch type or continuous one. The Hot Mix plant shall have arrangement for grading and batching by weight or volume a binder heating and control unit for metering out the correct quantity of heated binder and a paddle mixer for proper coating for binder to heated aggregate. Filler supply unit shall also be part of plant. The correct quality of material of each size of aggregate as per job formula shall be fed with specified quality of binder and filler resulting in homogeneous and balanced mix.

15. SPREADING OF THE MIX

- 15.1** The mix shall preferably be carried from the mixer by Mechanical transport and spreading done by means of self propelling mechanical paver with suitable screeds capable of spreading, tamping and finishing the mix true to grade, line and cross section without causing segregation dragging, irregularities or other surface defects and at a speed consistent with character of the machine. The temperature at the time of laying shall be the designed temperature. The mix shall be spread so that required thickness is achieved after rolling. The maximum consolidated thickness after rolling shall not be more than 50mm in one layer.

16. COMPACTION :

- 16.1** The mix after spreading shall be thoroughly compacted by rolling by set of rollers, at a speed not more than 5km/hr immediately following by paver. The initial rolling shall be with 8-12 ton, wheeled roller and surface finished by final rolling with 8-12 ton tandem roller. The wheel of roller shall be kept moist and rolling shall commence longitudinally from the edge and progress towards centre. The roller shall proceed on the fresh material with a rear or fixed wheel leading so as to minimize the pushing of the mix and each pass of the roller shall overlap the proceeding one by half the width of roller.

17. OPENING TO TRAFFIC

- 17.1** Traffic may be allowed after completion of the final rolling when the mix has cooled down to the surrounding temperature. Contractor shall make all the arrangement for diversion of traffic during execution of work in the entire satisfaction of GE without any extra cost to the Govt.

18. RECORDING OF MATERIALS IN MB

Materials brought by the Contractor such as moorum, stone aggregate stone chips, sand, bitumen and cement etc for incorporation in the works shall be recorded in MB for record purposes duly signed by Engineer-in-charge and contractor with a view to justifying the materials required and brought by contractor at site. Necessary allowances for unevenness of ground where material are stacked shall also be taken into account.

19. CONTROLS

- 19.1** Adequate quality control at every stage of the work is essential and as such a field laboratory must be set up to ensure the following controls. Periodic sieve analysis of each type of the aggregate at the cold feeder end should be made to see that the

gradation of aggregates reasonably follows the original gradation of the job mix designed. The number of samples per day would depend upon the number of bulk supply of the aggregates made in a day at the plant site. The physical properties as required in table 3 shall be determined at the rate of one test each for every 50-100 Cum of aggregates or as directed by Engineer-in-Charge.

19.2 Periodic check on penetration and softening point of the binder should a Iso be done in the manner specified in IS 1203 and 1205.

19.3 It shall be ensured that the aggregates are not totally wet as otherwise it would affect the output of the plant adversely. The aggregate temperature measuring device installed at the end of dryer should be checked periodically to see that the aggregate temperature never exceeds 163 degree centigrade. A tolerance upto 10 degree centigrade on the lower side may be permitted.

19.4 The bitumen temperature should be well within the limits specified. The viscosity of heated bitumen shall be between 150 and 300 centi stokes for which the normal temperature range for paving bitumen is 150-177 degree centigrade.

20. The details such as make, modal etc of the T&P such as hot mix plant, mechanical paver and road rollers deployed by the contractor on work site shall be recorded in a special T&P register having following columns and shall be signed by both the parties on each day :-

SN	Date	Description of T&P	Make and Model No	No of hours worked	Remarks
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21. **SURFACE FINISH AND QUALITY** :Field control of work strict control at every stage of the work is essential at the plant and in the field and such a field lab as mentioned in PS clause hereinbefore will ensure the following:-

- (a) Periodic sieve analysis as specified in MES Schedule Part I 2009.
- (b) Check on aggregate temperature as per PS clauses hereinbefore.
- (c) Periodic check of penetration and softening point of bitumen shall done as per latest IS.
- (d) Marshall stability and flow values test shall be conducted, minimum one test for every tones of mixer Part thereof.
- (e) Periodic check of binder extraction is as specified in MES Schedule.
- (f) Sieve analysis of aggregate after binder extraction is to be conducted and gradation determined.
- (g) The binder temperature should be between 150° C to 177°C and viscosity of heated binder between 150 and 300 cent stokes.
- (h) At no time should the different in temperature between aggregate and binder exceed 14°C.
- (j) The temperature of mix during laying shall be between 121°C and 163°C.
- (k) Rolling shall be completed in every respect before the temperature of mix falls below 100°C.

22. PRECAST INTERLOCKING PAVER BLOCKS

22.1 Precast concrete interlocking paver blocks shall be ISI marked conforming to IS 15658:2006, Specification for Precast concrete blocks for paving. Paver blocks shall be sound and free from cracks or other visual defects. The tolerance on length or breadth of paver blocks shall be +2mm and tolerance on thickness of tiles shall be +3mm. Water absorption shall not be more than 6 percent by mass. Shapes shall be Triangular, Zigzag, Hexagonal or any other shape as approved by the GE.

22.2 Laying of tiles shall be done as per standard engineering practice and as specified in SSR Part I.

Signature of Contractor

Dated :

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

APPENDIX 'A' TO PS
THE LIST OF IMPORTANT MATERIALS TO BE INCORPORATED IN THE WORK.

SN	Description of materials	Source of materials /makes/Factories names
1	2	3
1	Well burnt bricks	Kiln burnt sub class 'B' of best quality
2	Sand for concrete	Chambal Rivers, Sindh River
3	Sand for brick work/masonry	Chambal Rivers, Sindh River
4	Sand for plaster	Chambal Rivers, Sindh River
5	Aggregate over 20 mm thick for, Hardcore, Soling, WBM, etc.	Sand stone locally available
6	Aggregate 20 mm and below for RCC work, PCC work, pavement, quality concrete and premixed carpet, etc	Black trap/Basalt/Granite/dolerite
7	Moorum	Locally available
8	(i)Aggregate for lime concrete around WCs.	Brick aggregate.
	(ii) Sand for lime concrete	Chambal Rivers, Sindh River
9	Lime	KATNI/SATNA/KELARAS

NOTE:-Please note that the source given above are for guidance only. However, contractors are requested to ascertain the availability of these materials before quoting their offer. No claim whatsoever shall be entertained by the Govt. on this account.

Signature of Contractor
Date

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

(APPENDIX 'B')

CEMENT SUPPLY / ACCEPTANCE FORM

1. CA No & Name of Work :
2. Control No * :
3. Name of Manufacture / Branch Name / Gde of Cement (a) Manufacture
(b) Brand (c) Grade
4. Qty of cement & lot No / Week No (in bags) (Qty:..... (b) Lot No / Week No:
5. Manufacturer's test certificate No:
6. Random Test Details
(a) Physical test report from vide their letter No
(Name of approved Lab / Engg College)
(b) Chemical test report from vide their letter No.....
(Name of approved Lab / Engg College)

7. Details of Physical & Chemical properties

	Physical requirement (As per IS 4031)								Chemical Requirements (As per IS 4032)									
	Specific surface area (Sqm / Kg)	Soundness by LeChatellar	Soundness by Auto Clave	Initial Setting time (Minutes)	Final setting time (minutes)	Compressive strengths (Mpa)			Temp during testing ° C	Standard Consistency (%)	Lime Saturation Factor (Ratio)	Alumina iron Ratio (Tario)	Insoluble Residue (%)	Magnesium (%)	Sulphuric Anhydride (%)	Loss on ignition (%)	Alkailes (%)	Chlorides (%)
						03 days	07 days	28 days										
As per relevant IS																		
As per manufacturer's test certificate																		
As per random test certificate																		

Remarks with Signature

Accepted / Rejected

Contractor

Junior Engineer

Engineer-in-Charge

GE/AGE (I)

Remarks of BOO / Inspecting Officer /GE/AGE(I)

* To be allotted serially by GE/AGE(I) consignment wise

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 in 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 1st 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 Earnest 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](mailto:allahabadengrs@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.

13. 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	<u>REPAIR TO ROAD IN ADM AREA AT AF STATION MAHARAJPUR</u>
2.	Estimated cost	Rs 25.00 Lakh (At par Market)
3.	Period of Completion	Six Months
4.	Cost of tender documents	Rs. 500.00 in the shape of DD/Bankers Cheque from any Scheduled Bank in favour of Garrison Engineer (AF) ADM 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	28 Sep 2018
	(b) Last date of bid submission	03 Oct 2018
	(c) Date of bid opening	04 Oct 2018
8.	Eligibility criteria	
	(A) For MES enlisted contractors	All contractors enlisted with MES in Class 'E' & above and category a(i) shall be considered qualified provided they do not carry adverse remarks in WLR of competent Engineer Authority.
	(B) For Other contractors	(a) The firm not enlisted with MES shall meet the enlistment criteria of 'E' class MES contractors and category 'a(i)' i.e. with regard to having satisfactorily completed requisite value works, Annual turnover, solvency, working capital, immoveable property/fixed assets, T&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. (b) These firms shall also submit copy of police verification from police authority of the area where the 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) ADM Area Maharajpur, Gwalior
11.	Earnest Money	Rs 50000.00 in favour of Garrison Engineer (AF) ADM 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.
- (v) 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.
- (vi) 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.
- (e) In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineer authority i.e HQ Chief Engineer (AF) Allahabad on email cd.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

84049/ 03 /E8

HQ Commander Works Engineers (AF)
Maharajpur, Gwalior (MP)
Gwalior – 20
Tele: 0751-2479104

for Accepting Officer

Dated: 13 Sep 2018