

MILITARY ENGINEER SERVICES

NAME OF WORK : **OUTSOURCING OF SERVICES FOR CONSERVANCY, HOUSE KEEPING OF MES OFFICES AND CLEANING OF ROOF, UNDER GE(I) R&D (WEST) BENGALURU**

NAME OF CONTRATOR :

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Signature of Seller
Date:

AGE (Contracts)
for Accepting Officer

Tele: 080 – 25242526
email : e8geirdwestbangalore@gmail.com

MILITARY ENGINEER SERVICES

Garrison Engineer (I) R&D (West)
Military Engineer Services
DRDO Complex, CV Raman Nagar PO
Bangalore – 560 093.

8228 / 02 / E8

14 Oct 2023

M/s. _____

**OUTSOURCING OF SERVICES FOR CONSERVANCY, HOUSE KEEPING OF MES OFFICES
AND CLEANING OF ROOF, UNDER GE(I) R&D (WEST) BENGALURU**

Dear Sir(s),

1. Tender documents in respect of above work are uploaded on the site www.gem.gov.in . The tender is on single stage two cover system. The contents of Cover I and Cover II are specified in NOTICE OF TENDER.
2. Bids will be received online by Garrison Engineer (I) R&D (West), Bangalore 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.
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 20 **Oct 2023**. You are requested not to write piece meal points and forward your points duly consolidated before due dated **20 Oct 2023**.
5. Un-enlisted Sellers are required to submit the scanned copies (in pdf file) 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) on e-procurement portal and submit the physical documents in the office of **Garrison Engineer (I) R&D (West), DRDO Complex, CV Raman Nagar - Post, Bangalore – 560 093** within the 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. Seller 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.

Contd.,

Para 6 Contd.,

7. Enlisted Sellers of MES shall submit the scanned copies (pdf file) of enlistment letter, tender fee and such other documents as mentioned in Appx 'A' to **NIT** on e-procurement portal and submit physical documents in the office of **Garrison Engineer (I) R&D (West), DRDO Complex, CV Raman Nagar - Post, Bangalore – 560 093** before date and time fixed for this purpose.
8. The Seller 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 e-mail / fax / by hand / through post from Seller / 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 this office.
11. ANY SELLER, WHICH PROPOSES ALTERATIONS TO ANY OF THE CONDITION, SPECIFICATIONS LAID DOWN IN THE TENDER DOCUMENTS OR ANY NEW CONDITION, WHATSOEVER, IS LIABLE TO BE REJECTED.

MILITARY ENGINEER SERVICES**NOTICE OF 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 estimates however, is not a guarantee is and is merely given as a rough guide and if the work cost more or less, the Seller/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 or about two weeks after the date of Acceptance of tender.
4. Normally Sellers 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, Sellers in categories 'SS' to 'E' may tender/bid. Not more than one tender/bid shall be submitted/uploaded by one Seller or one firm of Sellers. 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 tender the tenders/bids of both the parties liable for rejection.
5. This Office of **"Garrison Engineer (I)(R&D) West, DRDO Complex, C V Raman Nagar – Post, Bangalore – 560 093 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 Seller/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 Seller 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 forms and conditions of contract and other necessary documents shall be available on www.gem.gov.in site for download and shall form part of contract agreement in case the tender/bid is accepted.
- 6.2 In case of Seller who has not executed the Standing Security Bond, the Cover-1 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 GE mentioned in the aforesaid Appendix 'A' by Scheduled Bank or in receipted treasury challan, the amount being credited to the revenue deposit of the Garrison Engineer (I)(R&D) West, Bangalore.
- 6.3 GE will return the earnest money wherever applicable to all un-successful Sellers/bidders by endorsing an authority to the deposit-at-call receipt for its refund, on production by the Seller, bidder a certificate of the Accepting Officer, that a bonafide tender/bid was received and documents were returned.
- 6.4 Copies of the drawings and other documents 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 Seller will also be available for inspection by the Seller/bidder at the office of Garrison Engineer (I)(R&D) West, Bangalore. during office working hours.

Contd.,

NOTICE OF TENDER (Contd.....)

7. The Sellers/bidders are advised to visit the site of work by making prior appointment who is also the executing agency of the work (see Appendix 'A'). The Sellers/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. Sellers/bidders must be in possession of copy of MES Standard Schedule of Rates (see appendix 'A') including errata /amendments thereto.
11. 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 Government Policy. No claim for any compensation or otherwise shall be admissible from such Seller/bidder whose tender/bid is rejected.
12. The Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
13. This Notice Inviting Tender (NIT) including Appendix 'A' shall form part of the contract.
14. Court of place from where tender has been issued shall alone have jurisdiction to decide any dispute out of or in respect of this tender. After acceptance of tender, Condition 72 (IAFW-2249) – Jurisdiction of Courts shall be applicable.
15. This document shall be read in conjunction with the Service Level and BoQ uploaded with this bid. Details of items of work to be executed have been uploaded against the entry "Quantifiable Specification / Standards of The Service/ BOQ". The bidder is required to quote total amount against each item of work in the bunch bid. Bidders may note that item no 1 to 6 being items related to manpower outsourcing have been provided with a minimum value based on minimum fair wages prevalent at the time of uploading of this bid. For SI No 1 (**Unskilled**) Minimum Fair wages have been considered to be Rs **751**, EPF (Employer's contribution) including Admin Charges Rs **75.00**, ESIC (Employer's contribution) Rs **24.41**, and Bonus Rs **4.93**. Execution of items covered in BoQ shall be as per provisions of General Conditions of Contract IAFW-2249, which shall be a part of the agreement alongwith amendments **1 to 48 and errata 1 to 20**. Any bidder not conversant with contents of IAFW 2249 shall obtain a copy from online sources/ authorized publisher or may also go through the same at the office of **Garrison Engineer (I) R&D (West) Bangalore** after taking prior appointment from Garrison Engineer. Once a bidder quotes his bid, he shall be deemed to be conversant with all provisions of IAFW-2249. All references to contract value in IAFW 2249 shall be deemed to be a reference to quoted amount against items of part II only. However, for purpose of calculation of amount of performance guarantee total quoted amount against part I and part II shall be considered.

APPENDIX 'A' TO NOTICE INVITING TENDER

1.	Name of Work	OUTSOURCING OF SERVICES FOR CONSERVANCY, HOUSE KEEPING OF MES OFFICE, UNDER GE(I) R&D (WEST) BENGALURU
2.	Estimated Cost	23.00 Lakhs (At par market)
3.	Period of Completion	330 days
4.	Cost of Tender documents	Nil
5.	Website / portal address	www.gem.gov.in
6.	Type of Contract	The tender shall be based on IAFW-1779A and General Conditions of Contracts (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by Seller. The Seller is required to quote their rates against items of Schedule 'A'.
7.	Timeline details :-	Refer gem e-portal
8.	Eligibility Criteria	
	A) For MES enlisted Sellers	Sellers shall be enlisted with MES in Class 'E' and above and subject to satisfactory remarks wrt performance in respect of works in hand as reflected in Work load return (WLR) or any other report circulated by competent engineer authority.
	B) For Sellers not enlisted with MES	<p>(i) Sellers not enlisted with MES should meet the enlistment criteria of Class 'E', Seller with regards to satisfactorily completion of requisite value works with Central / State Govt / Central / State PSUs / AWHO / AFNHB / CGEWHO / DG MAP, annual turnover, Bank Solvency, working capital, and other requirements given in Para 1.4 and 1.5 of Section 1 of MES Manual on Contracts - 2020 as available in all MES Formations as well as MES website (www.gem.gov.in)</p> <p>(ii) Not carrying adverse remarks in Work Load Report (WLR) or any other similar report circulated by any Competent Authority if already working in MES.</p> <p>(iii) Not suspended / debarred / blacklisted (either permanently or temporarily) from participating in any bid or for business dealings by any Central / State Government Department or any Central / State PSUs or any Autonomous Body under Central / State Government or any Local Body as on the bid submission end date.</p>

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

9	Tender issuing and Accepting Officer	Name : Garrison Engineer (I) (R&D) West Bangalore Address : Garrison Engineer (I) (R&D) West Bangalore, DRDO Complex, C V Raman Nagar – Post, Bangalore – 560093. Contact Details of Concerned Officer : 080 – 25242526 email : e8geirdwestbangalore@gmail.com
10	Executing agency	GE(I) (R&D) West, Bangalore
11	Earnest Money	₹ 46,000.00 in favour of GE(I) (R&D) West, Bangalore in the form of Deposit at call receipt, FDR not acceptable

NOTES :

- In case after opening of Cover 1, the number of MES enlisted Sellers of eligible class as well as eligible un-enlisted Sellers, if any, fulfilling the other eligibility criteria given in NIT is less than 7 (seven), applications in respect of MES Sellers of one class or two classes (in case of remote and difficult areas to be decided as per list circulated by CE Command / ADG) below the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore, MES Seller's one class below (two classes below in case of remote and difficult area) may also bid for this tender. Such Sellers (Sellers of one/two classes below the eligible class) shall not be considered in case their present residual work in hand is more than **FIVE TIMES** their present tendering limit. However, in case such Sellers fulfill the criteria of up-gradation to the stipulated eligible class based on past experience of completed works (individual work experience and / or average annual turnover, as applicable) and financial soundness (solvency/financial soundness and working capital), the ceiling of present residual work will not apply and they will be considered for issue of tender. Such bidders shall upload in their Cover-1, bid details related to residual work in hand like details of works in hand showing names of work, names of Accepting Officers, Contract Amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such Sellers, if claim to fulfill the criteria of up-gradation shall also upload the requisite information / documents in support of upgradation. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such Sellers are considered for evaluation
- In case after opening of Cover-1, the number of MES enlisted Sellers of eligible Class as well as un-enlisted Sellers, if any, fulfilling the other eligibility criteria given in NIT, are 7 (SEVEN) or more, applications of only those one class below the eligible class bidders shall be considered, who have previously complete similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed works (individual work experience and / or average turnover as applicable) and financial soundness (solvency / financial soundness and working capital) as per details given in Manual of Contracts. Therefore, such Sellers shall upload the requisite information / documents in the Cover – 1.
- Unenlisted Seller shall be considered provided he meets the Criteria. Foreign Firms shall not be eligible for this tender. However, Indian Firms having foreign national / Indian nationals staying abroad / Indian National having taken foreign citizenship, as Director (s) shall be considered subject to security clearance from the concerned authorities.
- Sellers enlisted with MES will upload following documents in Cover – 1, for checking eligibility:-
 - Application for tender on Firm's letter head,
 - Enlistment letter issued by the Registering Authority duly renewed for the cyclic period in vogue,
 - Scanned copy of DD / Bankers Cheque towards cost of tender and EMD instrument in case SSD Bond is not signed at the time of Registration.
 - Any other document required as described in this Appendix.

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

5. Sellers not enlisted with MES will be required to upload following documents in Cover – 1 for checking eligibility:-

- a) Application for tender on Firm's letter head,
- b) Scanned copy of DD / Bankers Cheque towards cost of tender and EMD instrument.
- c) Copy of Police Verification Report / Police Clearance Certificate / Character Certificate from the Police Authority of the area where the registered office of the firm is located / notarized copy of valid Pass Port of Proprietor / each Partner / each Director.
- d) All documents required for enlistment in MES for the Class mentioned in Para 8 (b) above as follows :-
 - i) Affidavit for constitution of firm.
 - ii) List of works executed during last five years including copies of Work Orders/Work allotment letters, Copies of completion certificates and Form 16 A.

Sl	CA No. & Name of Work	Amount of Contract	Formation viz CE, CWE, GE or Office of other Deptt. Including their Complete Postal Address, Fax No. and email ID	Date of Commencement	Original / Scheduled Date of Completion	Actual Date of Completion	Whether invoked Arbitration /Litigation. If yes the outcome of the same	Remarks
1	2	3	4	5	6	7	8	9

- iii) Annual turnover certificate duly supported with audited balance sheet.
- iv) Audited balance sheet of last five years in case of Limited companies
- v) Solvency certificate from scheduled bank as per following specimen : -

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

Bank Address and Code No.

**FORM OF SOLVENCY CERTIFICATE FROM THE
NATIONALISED / SCHEDULED BANK**

This is certified that to the best of our knowledge and information Shri/Smt.....having address....., a customer of our bank are/is respectable and can be considered solvent uptoRs..... (Rupees)/financially sound for any engagement uptoRs..... (Rupees). This certificate is issued without any guarantee or responsibility on the bank or any of the officer(s).

(Signature)

Name, Designation and Personal
Code No of Signatory& Seal of bank
Complete Postal Address,
Telephone No, e-mail ID of Branch

vi) Working Capital certificate from scheduled bank as per following specimen :-

**FORM OF WORKING CAPITAL CERTIFICATE FROM
NATIONALIZED/ SCHEDULED BANK**

This is certified that Shri/Smt.....having address.....has /have been maintaining a Saving Bank Account /Current Account/ Fixed Deposit Account with this Branch of bank since..... and the firm is having working capital of approximately Rs and/ or the firm is enjoying overdraft/credit facilities upto limit of Rs This certificate is issued without any guarantee or responsibility on the bank of any or the officer(s).

(Signature)

Name, Designation and Personal
Code No of signatory& seal of bank

Note:In case of partnership firm, certificate shall include names of all partners as recorded with the bank.

- vii) Affidavit from Seller that there is no Government dues/ recovery outstanding against him. If there is any Government dues/ recovery outstanding from the Seller, enlistment/ upgradation shall not be carried out.
- vii) Affidavit from Seller giving brief details of arbitration / litigation cases he was involved in. Registering Authority will critically examine such details and if Seller is considered habitual litigant, his enlistment/ upgradation shall not be carried out.Seller shall be deemed to be a habitual litigant if he moves the court more than once ignoring arbitration clause and court does not uphold his view.

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

- viii) Two self-attested photographs of Proprietor/Partners/ Directors of firm for verification of character and antecedents from the police authorities. Places where online police verification process is available, the Seller will carry out police verification of the Proprietor/Partners/Directors and submit the verification reports for cross verification by the Department. Alternatively the Seller may submit a copy of valid passport issued by Govt of India.
- (ix) Copy of partnership deed in case of partnership firm.
- (x) Memorandum and Articles of Association in case of Limited Companies.
- (xi) Copy of Registration Certificate of firm with Registrar of Companies.
- (xii) Affidavit that no near relative(s) of the Seller or his/their employees/agents is/ are working as Gazetted/ Commissioned Officer(s) in MES/ Corps of Engineers/ Ministry of Defence. If the near relative(s) is/are working in such capacity in any formation upto Zonal CE/CCE, he/ they shall furnish details. The Seller shall not be entitled to tender for the works in entire area of CE Zone/CCE.
- (xiii) Affidavit that no near relative(s) of the Seller or his/their employees/ agents is/ are working as Junior Engineer(s) in MES/Corps of Engineers. If his near relative(s) is/are working in such capacity in any formation upto CWE/ GE(I) office, the Seller shall furnish details. The Seller shall not be entitled to tender for the works in entire area of that CWE/GE(I).
- (xiv) Copy of power of attorney/Resolution of the Board in favour of any Partner/Director of the firm.
- (xv) Copy of immediate last Income Tax Return.
- (xvi) A separate sheet containing specimen signatures (signed in black ink) and affixed with photographs of Proprietor/Partners/Directors (to be used as Appendix B of enlistment letter).
- xvii) Certified true copy of PAN of Proprietor, Partners, Directors and the firm/ Company.
Notes:-
- (a) All the documents submitted by the Seller shall be signed by Proprietor/all Partners/all Directors unless specifically authorised to a Partner/Director through POA or Resolution of the Board.
- (b) Photocopies of documents shall be self-attested. Registering Authority shall ask production of original documents to verify the photocopies.
- (c) All affidavits shall be given on non-judicial stamp paper of appropriate value duly signed by the Seller and attested by the Magistrate/Notary public.
- e) Details of works being executed in MES, if any,
- f) Any other documents required as described in this Appendix,

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

6. Tenders not accompanied by scanned copies of requisite DD/ Bankers Cheque towards cost of tender and earnest money (as applicable) in Cover – 1 shall not be considered for validation of 'T' bid and their Financial Bid will not be opened.
7. Sellers should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within 05 (FIVE) of bid submission ends date, failing which following action shall be taken :-
 - (a) In case of tenders from enlisted Sellers of MES, where scanned copies of requisite DD/ Bankers Cheque towards cost of tender has been uploaded in Cover – 1, but physical copies are not received within the stipulated period, their finance bids (Cover – 2) will be opened. However, non-submission of physical copies of cost of tender shall be considered as willful negligence of the Seller with ulterior motives and such Seller shall be banned from bidding for a period of six months commencing from the date of opening of Financial Bid (Cover - 2).
 - (b) In case of Sellers from un-enlisted Seller, where scanned copies of requisite DD/Bankers Cheque towards cost of tender have been uploaded in Cover – 1, but physical copies are not received within the stipulated period, their Financial Bids (Cover – 2) will not be opened. Name of such Sellers 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 Financial Bid (Cover - 2).
 - (c) In case of tenders from enlisted and un-enlisted Sellers, where scanned copies of instruments for Earnest Money Deposit (as applicable) have been uploaded in Cover – 1, but the same are not received in physical form within stipulated period, such tenders shall not qualify for opening of Financial Bid (Cover - 2).
8. Seller will not be allowed to execute the work by subletting or through power of attorney to a third party / another firm on his behalf. However a Seller can execute the work through power of attorney to sons / daughters / spouse of Proprietor / Partner / Director and firm's own employees, Director, Project Manager **provided they are not having a separate enlisted firm in MES in their name as Proprietor / Partner / Director.**
9. After opening of Cover – 1 and during its technical evaluation, in case any deficiency is noticed, in the documents required to be uploaded by the Sellers as per NIT, a communication in the form of e-mail/SMS/Speed Post etc. shall be sent to the Seller to rectify the deficiency within a period of 7 days from date of communication failing which their Financial Bid (Cover - 2) shall not be opened and Seller shall not have any claim on the same.
10. Invitation for e-tender does not constitute any guarantee for validation of Technical Bid and subsequent opening of Financial Bid of any applicant/bidder, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the Technical bid and not to open the Financial Bid of any applicant/bidder. Technical bid validation shall be decided by the Accepting Officer based on, eligibility of the firm as per criteria given in this Appendix. The Seller / bidder will be informed regarding non-validation of his Technical Bid assigning reasons thereof through tender evaluation report which shall be uploaded on the website. Such Seller, if desires may appeal to the next higher Engineer authority viz Chief Engineer R&D Secunderabad on e-mail : e8cerdsebad@gmail.com with copy to the Accepting Officer on email before the scheduled date of opening of Cover - 2. Next Higher Engineer Authority (NHEA) shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the NHEA shall be final and binding. The Seller / bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

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

11. In case an unenlisted Seller is already executing works in MES, he shall not be considered eligible for the subject tender if the total value of such works is more than twice the tendering limit of the MES Class of Seller for which it is eligible. For this purpose, details of the works being executed by such a Seller shall be uploaded in the Cover – 1 of the bid and shall be checked / verified by the Accepting Officer.
12. In case the BOQ is revised through the Corrigendum and the bidder has failed to quote on the Revised BOQ (i.e., he has quoted on pre revised BOQ), such bid shall be treated as willful negligence by the bidder and his quotation shall be considered as non-bonafide. In such cases the lowest tender shall be determined from amongst the valid / bonafide bids only. Accepting Officer may decide whether to re-tender or consider the lowest bonafide tender for acceptance.
13. Revoking the Offer or revising the rates upward or offering voluntary reduction by the lowest Seller after opening of Cover – 2 shall be considered as a willful default. For this default a Earnest Money deposited by him shall be forfeited. In case of MES enlisted Seller having deposited the Standing Security Bond, an amount equal to the earnest money stipulated in the NIT shall be notified to the Seller for depositing through MRO and consideration of such Seller in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary / administrative action shall be taken against such Sellers. In such a situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting Seller and his related firm if any, shall not be eligible for this tender in second call or subsequent calls.
14. Tender to related firms shall not be issued simultaneously. Firms shall be termed as related if Proprietor / one or more Partners / Directors are common. Decision of Accepting Officer on issue / deny the tender to any of the related firms shall be final and binding

Signature of Seller
Date:

AGE (Contracts)
for Accepting Officer

File No. 8228 / 02 / E8 dated 14 Oct 2023

Address of Accepting Officer :
Garrison Engineer (I) (R&D) West,
DRDO Complex, C V Raman Nagar – Post,
Bangalore – 560 093.

Contact details of the Concerned Officer
Shri E. Srinivasa Rao, AE (QS&C),
AGE (Contracts)
Phone : 080 – 25242526
Email : e8qeirdwestbangalore@gmail.com

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER**1. EARNEST MONEY DEPOSIT :**

Seller(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 any one of the following forms, along with their tender / bid :-

- (a) Deposit at Call Receipt from a scheduled bank in favour of **GE (I) R&D (WEST) Bangalore - 560 093**
- (b) Receipted Treasury Challan for the amount being credited to the Revenue Deposit of GE (I) R&D (WEST) Bangalore - 560 093

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 Seller / 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 the **GE (I) R&D (WEST), Bangalore.**

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 and time fixed for opening of BOQ) WILL RENDER THE BID DISQUALIFIED FOR OPENING OF COVER II (FINANCE BID).

- 1.2 All bidders are exempted from submission of EMD except those who become ineligible from such exempted as mentioned in Para 1.3 here-in-after.
- 1.3 Bidders if withdraw or modify bids during the period of validity , or if awarded the Contract (s) and on being called upon to submit the Performance Security Deposit / Security Deposit, fail to submit the Performance Security / Security Deposit before the deadline defined in the request for bid documents / Notice inviting Tender, shall be debarred from exemption of submitting Bid Security / Earnest Money Deposit for a period of 06 (Six) months, from the date declared disqualified from exemption from submission of Earnest Money Deposit / Security Deposit, for all tender issued by MES during this period.
- 1.4 All bidders shall be required to sign the Bid Security Declaration as below “-

“I / We here by understand and accept that if I/We withdraw or modify my / our bids during the period or validity, or if I / We are awarded the contracts and on being called upon to submit the Performance Security / Security Deposit, fail to submit the Performance Security Deposit before the deadline defined in the request for bid documents / Notice Inviting Tender, I/We shall be debarred from exemption of submitting Bid Security / Earnest Money Deposit for a period of 06 (Six) months, from the date I / We are declared disqualified from exemption from submission of Earnest Money Deposit / Security Deposit, for all tender issued by MES during this period.”

2. GENERAL INSTRUCTIONS FOR COMPLIANCE:

- 2.1 The bids received only in electronic form will be considered. All bids shall be submitted on www.gem.gov.in portal. Documents should be scanned and forwarded in “pdf” form or “xls” form as indicated.
- 2.2 Tenders/bids (quoted Bid of BOQs) shall be uploaded on ‘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 e-mail / fax / by hand / through post will be considered.

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER (Contd.)

- 2.3 Bid should be DIGITALLY signed using valid DSC. All pages of tender documents, corrections / alterations shall be signed / initialed by the lowest bidder after acceptance.
- 2.4 Drawings, if issued in physical form, must be returned duly initialed by the Seller / bidder in separate envelope indicating his name and address.
- 2.5 The tender shall be signed, dated and witnessed at all places provided for in the documents after acceptance. All corrections shall be initialed. The Seller 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.
- 2.6 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 Seller (through partnership deed, general power of attorney or Memorandum and Articles of Association of the Company) in all the matters pertaining to the Contracts with Union of India including arbitration clause. A scanned copy of the documents conforming 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 other 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.
- 2.7 Even in case of firms or companies which have already given power of attorney to an individual authorizing him to sign tender and in pursuance of which tender documents are being signed by such person as a routine, fresh power of attorney duly executed in his favourstating specifically that the said person has authority to bind such partner(s) 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 the power of attorney shall be executed in accordance with the Constitution of Company as laid down in Memorandum and Articles of Association.
- 2.8 Hard copies of all above documents shall be sent by the Seller to the Tender issuing authority well in advance to be received before the date & time fixed for the same.
- 2.9 Bids (Cover 1 & 2) shall be uploaded online well in time.
- 2.10 The Seller shall employ only Indian Nationals after verifying their-antecedents and loyalty. Attention is also drawn to Special Condition 3 and also conditions 24 and 25 of IAFW-2249 (General conditions of contracts).
- 2.11 Sellers / bidders who uploaded their priced tender / bids and are desirous of being present at the time of opening of the tenders/bids, may do so at the appointed time.
- 2.12 The Seller/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.

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER (Contd.)

2.13 In case the Seller/bidder has to revise / modify the rates quoted in the BOQ (excel sheet) or he can do so only in the BOQ, through "www.gem.gov.in" site only before the bids closing time and date.

3.0 **REVOCATION / REVISION OF OFFER UPWARD / OFFERING VOLUNTARY REDUCTION, AFTER OPENING OF FINANCIAL BIDS BY LOWEST BIDDER :**

In the event of lowest Seller revoking his offer or revising his rates upwards / offering voluntary reduction, after closing of bid submission date and time, his offer will be treated as revoked and the Earnest Money deposited by him shall be forfeited. In case of MES enlisted Sellers, the amount equal to the Earnest Money stipulated in the Notice of Tender, shall be notified to the Seller for depositing the amount through MRO. Bids of such Seller / bidder shall not be opened till the aforesaid amount equal to the earnest money deposit is deposited by him in Govt treasury. In addition, such Seller/bidder and his related firm shall not be opened in second call or subsequent calls. Reduction offered by the Seller on freak high rates referred for review shall not be treated as voluntary reduction.

Signature of Seller
Date:

AGE (Contracts)
for Accepting Officer

(In lieu of IAFW 1779-A Revised (1955))

(TO BE READ IN CONJUNCTION WITH GENERAL CONDITIONS OF CONTRACT IAFW – 2249)

Telephone: 080 – 25242526
email : e8geirdwestbangalore@gmail.com

Garrison Engineer (I) R&D (WEST)
Military Engineer Services,
DRDO Complex,
CV Raman Nagar PO
Bangalore – 560093

8228 / 02 / E8

14 Oct 2023

MILITARY ENGINEER SERVICES

**ITEM RATE TENDER AND CONTRACT FOR WORKS REQUIRED IN THE EXECUTION OF
OUTSOURCING OF SERVICES FOR CONSERVANCY, HOUSE KEEPING OF MES OFFICES
AND CLEANING OF ROOF, UNDER GE(I) R&D (WEST) BENGALURU**

1. M/s. _____ of _____ is / are hereby authorised to tender for the above work. The tender is to be uploaded in the “ www.gem.gov.in ” site before on **14 Oct 2023**.

Any correspondence concerning this tender should be addressed quoting the reference to Garrison Engineer (I) R&D (West) Bangalore – 560 093 and marked as **CA NO .GE(I) R&D (WEST) / BAN / TOKEN / 75 OF 2023 – 2024**.

THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY TENDER.

Signature of Seller

Date:

Signature of Officer
Issuing the Documents
Appt: AGE (Contracts)
for Garrison Engineer (I) R&D
(WEST) Bangalore - 93

Dated : **14 Oct 2023**

(In lieu of IAFW – 1779A (Revised 1955))

SCHEDULE 'A'**(LIST OF WORKS AND PRICES)****(A) GENERAL NOTES**

1. The entire work covered under this contract shall be completed within a period of **330 days** from date of commencement of the work as shown in WO No I
2. For Schedule of items refer BOQ sheet in Excel format.
3. The quantities shown in schedule (BOQ sheet) in column 3 are approximate and are inserted as a guide only. They do not constitute any guarantee of the ultimate quantities which will be ordered on the Seller. They shall not however be varied beyond the limit laid down in condition 7 of IAFW- 2249 (General conditions of contract).
4. The Seller shall enter the unit rate in column 5 of BOQ. The unit rates in figure shall be entered only.
5. Unless otherwise specifically stated in the description of the items, the unit rates quoted in Col 5 shall be deemed to include for all materials and labour complete required for executing the respective items of works.
6. (a) The unit rate quoted by the Seller against respective items of schedule 'A' shall be deemed to include all minor details of construction of work, not specifically mentioned in description of schedule 'A' items and/or in the particular specifications/ drawing and which are fairly and obviously intended/essential for the execution of work in a workmen like manner and sound construction.

(b) In case of difference of opinion between the Seller and the GE as to, whether or not certain items of work constitute "Minor constructions details" which is deemed to have been included in the Seller's quoted rates, the decision of the Accepting Officer shall be final, conclusive and binding.
7. The description of Schedule 'A' items in BOQ sheet (Excel format) are brief. These shall be read in conjunction with particular specifications, special conditions, method of measurements, preambles contained in MES schedule and General conditions of contracts IAFW- 2249.
8. The Seller's quotation shall be deemed to include all taxes, statutory levies/duties, such as GST, Labour welfare tax, EPF, ESIC, etc., as levied by the Central & State Government payable under respective statues as applicable from time to time. Any other conditions stipulated by the Seller on taxes/duties will not be considered and such tender shall be liable for rejection. The taxes liable to be paid as per statutory shall be considered by the Seller while quoting their rates for this work and no claim of Seller, in this regard, shall be entertained at a later date. The Seller shall note this point and any condition to this effect will be treated as the **CONDITIONAL TENDER** and the tender thus quoted and submitted shall be rejected.
9. The Sellers are advised to visit the site with prior information to GE, to ascertain the conditions of working at site. The Seller shall be deemed to have satisfied himself as to the nature of works, local facilities including type and nature of approach available to various locations of works and different mode of conveyance of materials, T&P etc., which will be involved in the subject tender, and all matters affecting the execution and entire completion of work. The rates quoted shall be deemed to include considering all these site conditions and nature of works involved in the subject tender. No extra charges due to misunderstanding or otherwise what so ever shall be allowed.

SCHEDULE 'A' (Contd...)

10. Seller's further attention is invited to note the following and shall quote their rates accordingly. No claim whatsoever shall be admissible on this account.
 - a) Seller shall take all precautionary measures to avoid any inconvenience to the users. The site of work shall be left clean and tidy after day's work. No obstruction to passage shall be made by dumping materials during progress of work.
 - b) Any damage caused to any existing structure, etc., due to bad workmanship/ negligence of his workers, the same shall be rectified/ replaced by the Seller at his own expenses to match with the existing surfaces. Decision of GE in this regard shall be final and binding.
11. Total amount in Column 6 of BOQ is not firm but will be treated as the "Contract Sum" referred to in IAFW-2249. Seller has to visit the BOQ pages of tender for quoting the rates of each items of the Schedule.
12. Cost of all minor constructional details which are not specifically shown or given in the particular specifications and are essential to the execution of work and services in workman like manner and sound Engineering Practice/ Construction Principles is deemed to be catered for in the rate quoted by the Seller.
13. The descriptions inserted in BOQ are in brief. The unit rate quoted shall be deemed to include inter-alia the description given in particular specification read together with Schedule of works.
14. The rates quoted shall also include for all provision of labour regulation status promulgated by Central Govt/State Govt.
15. **The Seller shall reimburse the cost as decided by the Accepting Officer of contract for damage occurred due to negligence by the personnel employed by him.**
16. The operating personnel shall have thorough knowledge of precautions during emergency cases and also be conversant with state electricity rules/regulations.
17. The personnel shall limit their movements for the particular building / place and shall not trespass to surrounding building(s) on any reason. They shall not be under influence of alcoholic drinks while on duty.
18. The Seller will be responsible for safety of the personnel employed by him for repair / maintenance works and installations and any compensation arising on account of accident shall be borne by the Seller and insurance cover for this purpose shall be arranged by the Seller. Proper first aid arrangement shall also be maintained by the Seller at site.
19. The Seller shall have to pay the wages to the various categories of workers not less than prevailing minimum fair wage and the payment shall be made to the workers in the presence of the departmental staff who shall sign to this effect in the muster roll. Recovery for absence of person without replacement shall be recovered at twice the minimum fair wages rate.
20. Seller shall provide proper uniform and safety tools, safety aprons etc. to his work men while on duty.

SCHEDULE 'A' (Contd...)

21. All statutory provisions such as Contract Labour (Regulation & Abolition) Act 1970, Minimum Act 1948 and Fair Wages Act, The Employees Provident Funds & Miscellaneous Provisions (EPF & MP) Act 1952, The Building and other Construction Workers Welfare Cess Act 1996, Payment of Wages Act 1936 etc. shall be strictly complied with.
22. Vis-à-vis the Government, the Seller shall be primarily liable for all payments to be made under, and for observance of the Regulations aforesaid. The GE shall have the right to deduct from the payment due to the Seller, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.
23. The Seller shall be solely responsible for the redressal of grievances/ problems/ resolution of disputes related to persons employed by them for the subject work. The Department in no way shall be held responsible for mediation/ settlement of any disputes/ issues whatsoever.
24. No Seller shall be permitted to take advantage of ignorance of above provisions.
25. **LEAVE RESERVE ON HOLIDAY:** The number of personnel required for each category of is as specified in BOQ. MES will not sanction any leave etc, for the employees employed by the Seller. It is the responsibility of the Seller to provide necessary leave/holiday reserve at his own arrangement. The rates quoted by the Seller for the respective item in BOQ shall be deemed to be included for such leave/holiday/reserve at no extra cost to government/Department. The Seller shall ensure that number of tradesmen/helpers etc., as per BOQ items shall be made available during the duty/shift hours. The rate quoted is deemed to include all tools and plants required for smooth operation of lift/installations.
26. The providing services, operation and maintenance shall be provided **excluding Sundays and Government Holidays** as detailed here in before and as directed by the Engineer-in-charge.
27. Please refer condition 64 of IAFW-2249. Running Account Receipt payment shall only be made at intervals of 30 days & Final Bill shall be submitted only after completion.
28. **Penalty charges wherever indicated in tender documents shall be subjected to maximum of 10% of the contract value but these penalties shall be in addition to provision made in condition 50 of IAFW -2249.**
29. The successful Seller shall himself or employ site supervisor with mobile phone to coordinate with department on daily basis and ensure smooth functioning of services and rates quoted are deemed to be included for the above provision.
30. **The rates quoted by the Seller / firm shall not be less than minimum wages as notified by Govt Of India / State Govt / Local body whichever is higher.**
31. Seller's attention is invited to Labour Wages Act with regards to payment of wages to the individuals engaged under this work. Seller shall make the payments to their staff / employees by Cheque or through NEFT in their Bank Account, and the particulars of same shall be submitted to the department while claiming any payment. No payments will be made, unless proof of payment of wages through bank account is submitted by the Seller/firm while claiming bills.
32. The Seller shall submit copy of valid Labour License from the Labour Commissioner within 15 days of commencement of work.

SCHEDULE 'A' (Contd...)

33. Govt reserves the right to foreclose the contract at any stage with one month notice to Seller. The Seller will have no claim what so ever on account. The Govt may enhance the period of completion for 2 months (As special case) due to non-finalization of the contract for next cyclic period & the Seller shall be paid as per the rates quoted against the contract.
34. During the surprise checks by the representatives of department, if any of the personnel is found missing during working hours or unattended to the work a penalty of twice the rate quoted for the particular personnel for the missing period(s) as per CA shall be derived out and recovered from the payment due to the Seller in addition to cost of any damages which shall also be recovered from the Seller. Regarding penal recovery the decision of Accepting officer shall be final and binding.

SCHEDULE OF WORKS (BOQ)

Sl. No.	Item Description	Quantity	Units
1	2	3	4
1	<p>Providing services for conservancy and housekeeping of GE office Complex / area, including providing requisite tools, plants, equipments, safety gear, etc. and carrying out other related works as per the instructions/ directions of Engineer-in-Charge in single shift of 8 hours per day on all working days from 0800 hrs to 1600 hrs by deploying 6 Nos of Safaiwala complete all as specified and as directed.</p> <p>Notes:-</p> <p>i) The personnel (Safaiwala) shall be deployed at the locations/buildings under GE (I) R&D (WEST) Bangalore as directed.</p> <p>ii) Personnel employed shall have similar minimum experience of 2 years.</p> <p>iii) Attention is drawn to minimum fair wages payable as notified (from time to time) by Govt Of India / State Govt / Local body whichever is higher, including taxes as applicable and quote their rates accordingly. Seller shall not have any claim on account of misunderstanding / under quoting in this regards.</p>	1716 SHIFTS	PER SHIFT OF 8 HOURS PER SAFAIWALA
2	<p>Cleaning of roof top surfaces of the under mentioned buildings (of any type / description or height), once in three months, by removing tree leaves, silt or any other deposits of waste material carefully to avoid damage of existing roof treatment including cleaning of rain water pipes of any description / size for smooth flowing of rain water, removing debris outside MD land, complete all as directed.</p> <p>Notes :</p> <p>i) Locations/ Buildings are: - Office Complexes of Garrison Engineer (I) R&D (West) Bangalore, AO Office Complex (G+1), AGE B/R- I (Single storey), AGE B/R-II (G+1), BSO R&D (West) Complex (Single Storey).</p> <p>ii) Periodicity of Roof cleaning is once in 03 Months as directed by Engineer-in-charge.</p> <p>iii) All required tools and plants for cleaning and disposal of waste shall deem to be included in quoted rate.</p> <p>iv) Approximate area 1050 Sq M.</p> <p>v) Cleaning of the roof tops of all the buildings listed under note i) above once, shall be measured as one Job.</p>	4	EACH JOB

SCHEDULE OF WORKS (BOQ) (contd..)

1	2	3	4
3	Supply only Perfumed Liquid floor Cleaner (Make : Lizol or equivalent as approved by GE)	275	Litre
4	Supply only Liquid Glass cleaner in spray bottle (Make : Colin or equivalent as approved by GE)	110	Litre
5	Supply only thick liquid Toilet cleaner for cleaning of wash rooms (Make : Harpic or equivalent as approved by GE)	550	Litre
6	Supply only Liquid Tile Cleaner (Make : Pidilite T16 Roff or equivalent as approved by GE)	550	Litre
7.	Supply only Naphthalene balls	55	Kilogram
8	Supply only good quality coconut stick Brooms (not less than 300grams each)	110	Each
9	Supply only good quality soft grass Brooms with plastic handles (not less than 24 inches long)	110	Each
10	Supply only Perfumed thick Liquid Hand Wash in dispenser (Make : Dettol or equivalent as approved by GE)	55	Litre
11	Supply only Duster (Dry cotton cloth) of minimum size 18 inches x 18 inches for dusting of tables, sofa sets, chairs , steel racks and almirahs etc.	110	Pack of 04 nos
12	Supply only Plastic Hard Brooms for Toilet Cleaning of good quality as approved by GE	25	Each
13	Supply only long handle Broom Stick not less than 6 feet long for cleaning spider webs/ dust on ceiling	15	Each

SCHEDULE OF WORKS (BOQ) (contd..)

1	2	3	4
14	Supply only Mop stick with long steel handle and cotton cloth or treads mop for floor cleaning	50	Each
15.	Supply only Plastic bucket 18 litres capacity (Make : Milton/Cello or equivalent as approved by GE)	10	Each
16	Supply only Plastic Mugs with handle 1 litre capacity (Make : Milton/Cello or equivalent as approved by GE)	10	Each
17	Supply only Plastic toilet brush with long handle and 18 inch nylon bristles at end	15	Each
18	Supply only Plastic Dustbins 10 litres with foot (pedal) operated lid	15	Each
19	Supply only Plastic dust pans for collecting dust from floor	15	Each
	<u>Notes for item nos. 3 to 19:-</u> i) The quantities given are approximate and may vary based on requirement during the contract period. The seller shall have no claim due to variation in quantities. ii) The seller shall submit samples of the items and shall supply the ordered quantities only after the samples are approved by GE in writing. iii) The entire quantities of Item no 12 to 19 shall be supplied by the seller at the commencement of contract after obtaining approval of samples.		

SCHEDULE 'B'**ISSUE OF MATERIALS TO THE SELLER****(REF CONDITION 10 OF IAFW – 2249)**

Sl No	Particulars	Rate of which material will be issued to the Seller		Place of issue (By Name)	Remarks
		UNIT	RATE		
1	2	3	4	5	6
NIL					

SCHEDULE 'C'**LIST OF TOOLS AND PLANTS OTHER THAN TRANSPORT****WHICH WILL BE HIRED TO THE SELLER****(See conditions 15, 34 and 35 of IAFW-2249)**

Ser No	Quantity	Particulars	Details of MES crew supplied	Hire charges per unit of working day	Stand by charges per unit per off day	Place of issue (by name)
1	2	3	4	5	6	7
-----NIL-----						

SCHEDULE 'D'**TRANSPORT TO BE HIRED TO THE SELLER****(See conditions 16 and 35 of IAFW-2249)**

Ser No	Quantity	Particulars	Rate per unit per working day	Place of issue (by name)	Remarks
1	2	3	4	5	6
-----NIL-----					

Signature of Seller
Dated :

AGE (Contracts)
for Accepting Officer

(In lieu of IAFW 1779-A (Rev 1955))

TENDER

To THE PRESIDENT OF INDIA

Having examined and perused the following documents:-

1. Specifications signed by Assistant Garrison Engineer (Contracts), GE (I) R&D (West), Bangalore – 560 093
2. Drawings detailed in the specifications.
3. Schedule 'A', 'B', 'C' and 'D' attached hereto.
4. MES Standard Schedule of Rates – 2009, Part I (Specifications) and Part II (Rates) of 2020 (hereinafter and in IAFW – 2249 referred to as the MES Schedule) together with Amendment No. 01 to 03 for Part – I as applicable to the above said Schedule.
5. General conditions of contracts, IAFW-2249 (1989 Print) together with amendment Nos 1 to 48 and errata Nos 1 to 20.
6. Water: Condition 31 of IAFW 2249: General Conditions of Contracts.
- 6.1. Water will not be supplied by MES. Seller shall make his own arrangement for water.
7. SHOULD THIS TENDER BE ACCEPTED

I / We agree

(a) That the sum ₹ 46,000.00 (Rupees Forty six thousand only) forwarded as earnest money shall either be retained as a part on account of the **Performance Security (5 % of Contract Sum)** or shall be repaid by the Government on receipt of the full amount of Performance Security within the time specified in Condition 19 of IAFW-2249.

(b) To execute all the work referred to in the said documents upon the terms and conditions contained or referred to therein at the item rates contained in the aforesaid Sch 'A' or at such other rates as may be fixed under the provision of conditions 62 and to carryout such deviations as may be ordered vide condition 7 of IAFW – 2249 upto a maximum of 10% (TEN) percent and further agree to refer all disputes, as required by the condition 70 of IAFW-2249 to the sole Arbitration of a serving officer having degree in Engineering or Equivalent of having passed final/ Direct final examination of sub division II of Institution of Surveyor's(India) recognized by the Govt of India to be appointed by Chief Engineer R&D Secunderabad or in his absence the Officer officiating as Chief Engineer R&D Secunderabad, if specifically delegated in writing by the Chief Engineer R&D Secunderabad, whose decision shall be final, conclusive and binding.

(In lieu of IAFW-1779-A (Revised 1955))

TENDER (Contd...)Signature: _____
(With Name in Block Letters)In the capacity of _____ fully authorised to sign the tender for and
on behalf of _____ (In block letters).

Date : _____

Witness : _____

Postal Address : _____

Address : _____

Telegraphic Address _____

Telephone: (Office) _____

(Res) _____

(Mobile) _____

ACCEPTANCE

_____ alteration have been made in this document and as evidence that these alterations were made before the execution of the contract agreement they have been initialed by the Seller and AGE (Contracts). The said officer is / are hereby authorised to sign and initial on my behalf the documents forming part of this contract.

The tender was accepted by me on behalf of the President of India at the Item Rates contained in Schedule 'A' on the _____ day of _____ 2023

Appointment: (Pradipta Thakur, IDSE)
EE
Garrison Engineer (I) R&D (West)
DRDO Complex, CV Raman Nagar PO
Bangalore-560 093
(For and on behalf of the President of India)

Dated this _____ day of _____ 2022

GENERAL CONDITIONS OF CONTRACTS (IAFW-2249) 1989 PRINT**FOR MEASUREMENT CONTRACTS (IAFW-1779-A)**

1. It is hereby agreed by me/us that the General Conditions of Contract including Conditions 70 pertaining to the settlement of disputes by arbitrator (IAFW-2249 - 1989 Print) containing 33 pages (Serial Page Nos. _____ to _____) with errata Nos 01 to 20 and amendment Nos 01 to 48 there to (Serial Page Nos. _____ to _____) form an integral part of the tender documents.
2. This tender submitted by me/us * is subject to the aforesaid General Conditions of Contracts 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 there under is in token of my/our * having accepted the aforesaid General Conditions of Contracts together with errata and amendments (IAFW-2249, 1989 Print) and the clause relating to arbitration forming an integral part of this tender.
4. It is agreed that in the event of any discrepancy in the English and Hindi version of IAFW-2249, the contents in English will prevail.

* Delete which is not applicable.

AGE (Contracts)
for Accepting Officer

Signature of Seller
Date :

SCHEDULE OF MINIMUM FAIR WAGES

1. It is an express condition of contract that the schedule of Minimum fair wages form part of this contract and Seller is liable to pay minimum wages to labour/worker engaged under the contract as per notification issued by Central/State Government whichever is high.
2. It is also an agreed condition of this contract that the Minimum wages Act and provisions catered there-in form part of this contract agreement.

AGE (Contracts)
for Accepting Officer

Signature of Seller
Date :

SPECIAL CONDITIONS**1. GENERAL**

- 1.1 The following Special Conditions shall be read in conjunction with General Conditions of Contracts (IAFW – 2249) 1989 Print including amendments and errata thereto. If provisions in these special conditions are at variance with the provisions in the aforesaid documents, the provisions in these special conditions shall be deemed to take precedence there over.
- 1.2 The work under this Contract shall be carried out in accordance with Schedule “A”, the particular specifications, drawings and other provisions in MES Schedule.
- 1.3 The term General specifications referred to here as well as referred to in IAFW – 2249 (General conditions of contracts) shall mean the specifications contained in MES Schedule.

2.0 BLANK

3. GENERAL CONDITIONS OF CONTRACTS IAFW – 2249 (1989 PRINT)

- 3.1 Wherever “IAFW–2249” is mentioned it means General conditions of contracts IAFW–2249 (1989 Print) including Errata/Amendments as applicable.
- 3.2 Wherever the letters “C.W.E.” (Commander Works Engineers) have been referred to in General Conditions of Contracts IAFW – 2249, (1989 Print), the same shall be amended to read as “CE” (Chief Engineer).

4. SECURITY OF CLASSIFIED DOCUMENTS (REFER CONDITION 2A AND 3 OF IAFW – 2249).

- 4.1 Seller’s special attention is drawn to conditions 2A and 3 of General Conditions of Contracts (IAFW – 2249) and also to the Indian Official Secret Act – 1923 (Particularly Section 5). The Seller is bound by the provisions of the Act. The Seller shall not communicate any classified information regarding works either to sub-Seller(s) or others without prior approval of Engineer-in-Charge. The Seller shall also not make copies of the design/drawings and other documents furnished to him in respect of works and shall return all the documents on completion of the work or on earlier determination of the contract. The Seller shall along with final bill attach receipt from Engineer-in-Charge in respect of his having returned the classified documents as per condition 3 of the General Conditions of Contracts (IAFW – 2249).

4.2 OFFICIAL SECRET ACT

- 4.2.1 The Seller shall be bound by the official secret act and particularly Section 5 thereof.

5. INSPECTION OF SITE AND RELEVANT DOCUMENTS (REFER CONDITION 4 OF IAFW – 2249)

- 5.1 The Seller is required to visit the site of works and make himself thoroughly acquainted with the working conditions and/or the approaches/accessibility to site availability of materials and all other relevant conditions affecting the completion of entire work. He is required to make himself fully acquainted with the nature and scope of the work before tendering. For the purpose of inspection of relevant documents other than those sent herewith, the Seller is required to contact the Garrison Engineer who will give reasonable facilities. The Seller shall be deemed to have visited the site before submitting the tender whether he does it or not.

SPECIAL CONDITIONS (CONTD..)**6. MATERIALS AND SAMPLES (REFER CONDITION 10 OF IAFW - 2249)**

6.1 The Seller shall produce samples of materials for incorporation direct to the GE with copy to the Accepting Officer and get them approved in writing by the GE before commencement of work. All approvals of materials shall be in writing from GE to Seller. The materials, articles etc., as approved shall be labelled accordingly and shall be signed by GE and Seller and kept and displayed at the site of works.

7 CO-OPERATION WITH OTHER AGENCIES

7.1 The Seller shall permit free access and generally afford reasonable facilities to other agencies of specialist nature of departmental workmen engaged by Government to carryout their part of the works, if any, under separate arrangements.

7.2 The Seller's price shall be deemed to cater for all the above contingencies and nothing extra shall be admissible on this account.

8 DAMAGE TO EXISTING STRUCTURE/BUILDING

8.1 Any, damage done to the existing structure during the execution of work shall be made good by the Seller at his own cost and the site of work left clean and tidy on completion. Rectification/ reinstatement /making good etc., shall conform to the standard 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 Accepting Officer whose decision in writing shall be final conclusive and binding.

9 CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

9.1 The Seller when required to employ more than ten workmen on the works under this contract shall be bound by the Contract Labour (regulation and abolition) Act 1970 and rules framed there under. No Seller can undertake or execute his work without a license issued by a Licensing Officer.

10. MINIMUM WAGES: PAYMENT TO LABOUR (CONDITION 58 OF IAFW-2249)

10.1 Refer condition 58 of IAFW – 2249. The Seller shall not pay wages lower than minimum wages for labour as fixed by the Govt. of India / State Govt./ Union territory whichever is higher.

10.2 Seller's attention is also drawn, amongst other things to the 'explanations' to the schedule of minimum wages referred to above.

10.3 The fair wages referred to in condition 58 of IAFW - 2249 shall be deemed to be the same as the minimum wages payable as referred to above upto date from time to time.

10.4 Schedule of minimum wages are not enclosed alongwith tender documents. However Seller shall be deemed to have verified the minimum fair wages payable as on the last due date of receipt of tender.

10.5 The Seller shall have no claim whatsoever if on account of local factor and/or regulations or otherwise he is required to pay the wages in excess of minimum wages as described above during the execution of work.

SPECIAL CONDITIONS (CONTD..)**11 SELLER'S AGENTS, REPRESENTATIVES AND WORKMEN (REFER CONDITION 25 OF IAFW – 2249)**

- 11.1 The Seller shall employ only Indian Nationals as his representatives, servants, and workmen and verifying their antecedents and loyalty before employing them in works. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work. If for reasons of technical collaboration or other considerations, the employment of any foreign nationals is unavoidable the Seller shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the tender. As a proof that the Seller has employed only Indian Nationals, he shall render a certificate to GE(I) within one month from the date of acceptance of tender to this effect. In case the GE(I) desires Seller will have the police verification done for personnel employed by him.
- 11.2 The GE shall have full powers and without giving any reasons to order the Seller to immediately cease the employ in connection with this contract any Representatives, Agent, Servant and Workmen or employee whose continued employment is in his opinion undesirable. The Seller shall not be allowed any compensation on this account.
- 11.3 The Seller's attention is also drawn to Condition 25 of IAFW – 2249 in this connection.

12 BLANK.**13 GUARANTEE BOND / RETENTION MONEY :**

- 13.1 On acceptance of the tender, the Government may accept a Guarantee Bond or a Fixed Deposit Receipt from State Bank of India and its subsidiaries, Nationalised banks or Scheduled banks for **Performance Security Deposit/ Retention Money**. The Bank Guarantee shall be in the prescribed form which is available in the office of the **Garrison Engineer (I) R&D (West) Bangalore - 560093** for Sellers perusal. The period of Bond shall be the period of completion / extended date of completion or till at the liabilities under the bond are discharged. The period of FDR shall be not less than **time of completion plus twelve months**.

14 RELEASE OF PERFORMANCE SECURITY (REFER CONDITION 19 AND 68 OF IAFW – 2249)

- 14.1 The Performance Security Deposit mentioned in Condition 19 of IAFW-2249 may be refunded to the Seller after expiration of the defects liability period (vide Condition 46 of IAFW-2249) by the GE provided always that the Seller shall first have been paid the final bill and have rendered a No-Demand Certificate (IAFW-451).

15. PERIOD OF KEEPING THE TENDER OPEN

- 15.1 The tender shall remain open for the acceptance for a period of 60 (SIXTY) days from the date on which the tender is due to be submitted.

16 OUT OF POCKET EXPENSES

- 16.1 Out of pocket expenses incurred by the Seller in submitting this tender will not be reimbursed whether tender is accepted or not.

SPECIAL CONDITIONS (CONTD..)**17. WORKING HOURS / DAYS**

17.1 The Seller or his workmen shall not be permitted to work on Saturdays, Sundays, holidays or after normal working hours without prior written permission of the GE.

18. WATER (REFER CONDITION 31 OF IAFW – 2249)

18.1 Water will not be supplied by MES.

19. SIGNING OF TENDER

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

20. CONDITIONS OF WORKING IN RESTRICTED AREA

20.1 **VISIT TO THE SITE BEFORE TENDERING:-** Permission to enter the restricted area at the time of submission of tenders can be obtained through the Garrison Engineer. Sellers are advised to send prior intimation to the GE about the particulars of their agents, representatives etc., if any, dates and time of their proposed visits so that necessary arrangements may be made by GE to secure admission. Whether a Seller visits the site or not he shall be deemed to have full knowledge of the restrictions on entering into/exit/from and working within the Restricted Area.

20.2 **ENTRY / EXIT:-** The Seller, his agent(s), representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only from such gate or gates and such times as the GE or authorities in-charges of the Restricted Areas may at their sole discretion permit to be used. The Seller's authorized representative is required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of Restricted Area.

20.3 **IDENTITY CARDS OR PASSES:** The Seller, his agents and representatives are required individually to be in possession of an identify card or pass duly verified by the Security Department of the restricted area. The identify card or pass will be examined the security staff at the time of entry into or exit from the Restricted Area and also at time or any number of times inside the Restricted Area.

20.4 **IDENTITY OF WORKMEN:** Every workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of the workmen by the Sellers and attested by the Officer in charge of the unit concerned in accordance with the standing rules and regulations of the units. Seller shall be responsible for the conduct and action of his workmen, agents and representative.

20.5 **SEARCH:** Thorough search of all persons and transport shall be carried out at each gate and for as many times as a gate is 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.

20.6 **FEMALE SEARCHER:** If the Seller desires to employ female labour on works to be carried out inside the area of Factory, Depot, Park etc., and a female searcher is not borne on the authorized strength of the Factory, Depot, park etc., 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/Group "D" servant) calculated for the period female labour is employed by him inside that area. If more than one Seller employees female labour during any month and female searcher has/have to be employed in addition to the authorized strength of the Factory, Depot,

SPECIAL CONDITIONS (CONTD..)

Part etc., the salary and allowances paid to the additional female searcher(s) shall be distributed on an equitable basis between the Sellers employing female labour taking into consideration the values and periods of completion of their contracts. The GE's decision in regard to the amount recoverable on this account from any Seller shall be final and binding.

25.7 WORKING HOURS

25.7.1 The units controlling restricted area, usually, work during **Six** days in the week and remain closed on the 7th day. The working hours available to Seller's labour and staff may however appreciably reduced because of the time taken in security checks carried at the time of entry, exit and during working hours.

25.7.2 The work shall be executed entirely in the restricted area. Normal working hours are from 0900 hours to 1700 hrs on working days.

25.8 **WORK ON HOLIDAYS**: The Seller shall not carry out any work on gazetted holidays, weekly holidays and other non-working days except when he is specially authorized 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.

26 RE-IMBURSEMENT / REFUND ON VARIATION IN "TAXES DIRECTLY RELATED TO CONTRACT VALUE":

(a) The rates quoted by the Seller shall be deemed to be inclusive of all Taxes (including GST on works contract / GST on materials, Turnover Tax, labour welfare cess / tax etc.), EPF, ESI & other levies / taxes payable under the respective statutes (Central & State). No reimbursement / refund for variation in rates of taxes, duties, Royalties, Octroi & other levies, and / or imposition / abolition of any new / existing taxes, duties Royalties, Octroi & other levies shall be made except tax provided in sub para (b) here-in-below.

(b) (i) The taxes which, are levied by Govt. at certain percentage rates of Contract Sum / Amount shall be termed as "taxes directly related to Contract value" such as GST on works contracts, Turnover Tax, Labour Welfare Cess / tax, EPF, ESI or any other taxes / levies (by Central & State Govt) and like but excluding Income Tax.. The tendered rates shall be deemed to be inclusive of all "taxes directly related to Contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the Seller and any decrease in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on last due to for receipt of tenders shall be refunded by the Seller to the Govt. / deducted by the Govt. from any payments due to the contract. Similarly imposition of any receipt of tenders shall be reimbursed to the Seller and abolition of any "taxes directly related to Contract value" prevailing on last due date for receipt of tenders shall be refunded by the Seller to the Govt./ deducted by the Govt. from the payments due to the Seller.

(ii)The Seller shall, within a reasonable time of his becoming aware of variation in percentage rates and / or imposition of any 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 thee to which he may be in position to supply. The Sellers shall submit the other documentary proof / information as the GE may require

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(iii) The Seller shall, for the purpose of this condition keep such books of account and other documents as 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 information as the GE may require.

(iv) Reimbursement for increase in percentage rates/imposition of “taxes directly related to Contract Value” shall be made only if the Seller necessary & properly pays additional “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 the concerned Govt. Authority and submits documentary proof for the same as the GE may require”.

27. RECORD OF MATERIALS AND PURCHASE VOUCHERS

(a) The quantity of materials as directed by the Engineer-in-Charge (the quantity of which cannot be checked after incorporation in the works) shall be recorded in measurement book and signed by the Seller and the Engineer-in-Charge as check to ensure that the required quantity has been brought to site for incorporation in the work.

(b) Seller shall produce vouchers/ invoice from the manufactures and/or their authorized agents for the full quantity of the following materials, as applicable as a pre-requisite before submitting claims for payment for advances on account of the work done and /or materials collected in accordance with Condition 64 of General Conditions of Contract IAFW-2249.

(c) The Seller shall, on demand, produce to the GE, original receipted vouchers/ invoice in respect of the materials other than as stated in sub-para (b) Voucher/ invoices so produced and verified shall be stamped by Engineer-in-Charge indicating contract number. The Seller shall ensure that the materials are brought to site, in original sealed, container/packing, bearing manufactures marking except in the case of the requirement of materials (s) being less than smallest packing.

(d) The vouchers/invoice will clearly indicate the contract number and the S No specific alternative to which the materials conforms in case of various alternative in IS.

28 to 30 BLANK**31.00 CONCILIATION****31.1 SCOPE OF CONCILIATION**

31.1.1 The scope of conciliation shall be restricted to the following types of disputes with financial limits as indicated therein:-

(a) Disputes relating to levy of compensation for delay in completion - Actual amount of compensation.

(b) Disputes relating to technical examination of works.

(c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.

(d) Disputes relating to non-return of schedule 'B' stores over-issued to Seller.

(e) Any other disputes having fair chances of being resolved by conciliation and considered fit to be referred to conciliation by the parties.

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For item (b), (c), (d) and (e) each as stated above the financial limit shall be Rupees two Lakh or one percent of the contract amount whichever is less.

31.2 COMMENCEMENT OF CONCILIATION PROCEEDINGS

31.2.1 The party initiating conciliation shall send to the other party written invitation to conciliate, briefly identifying the subject of the dispute.

31.2.2 Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

31.2.3 If the other party rejects the invitation, there will be no conciliation proceedings. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends or within such other periods of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly.

31.3 NUMBER OF CONCILIATORS

31.3.1 There shall be a Sole conciliator.

31.4 STATUS OF EFFECT OF SETTLEMENT AGREEMENT

31.4.1 The settlement agreement signed by the parties as a result of conciliation proceedings shall have the same status and effect as it is an arbitral award on agreed terms.

32.0 HANDING OVER OF SITE

32.1 Site for execution of work will be available as soon as the work is awarded. In case it is not possible to make the entire site available on the award of work, the Seller will have to arrange his working program accordingly. No claim whatsoever, for not giving entire site on award of work and for giving site gradually, will be tenable

33. PERFORMANCE SECURITY

33.1 Within 28 days of receipt of the letter of Acceptance, the successful Seller shall deliver to the Accepting Officer a performance Security in any of the forms given below for an amount equivalent to **5 % of the contract sum**. (a) A Bank Guarantee in the prescribed form. (b) Government Securities, FDR or any other Government instruments stipulated by the Accepting Officer.

33.2 If the performance Security is provided by the successful Seller in the form of a Bank Guarantee, it shall be issued by Nationalized/Scheduled Indian Bank but its confirmation shall be done only from the Head Office of the Bank.

33.3 Failure of the successful Seller to comply with the requirement of clause 33.1 here-in-before shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of MES enlisted Seller, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the Seller for depositing the amount through MRO. Issue of tender to such Sellers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Govt Treasury.

33.4 (i) All compensation or other sums of money payable by the Seller to the Government under the terms of this contract or under any other contract with Government may be deducted from, or paid by the sale of a sufficient part of the Performance Security or from the interest arising there from

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or from any sums which may be due or become due to the Seller by the Government on any account whatsoever and in the event of his Performance Security being reduced by reason of any such deduction, or sale as aforesaid, the Seller shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum of sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof.

(ii) Government shall not be responsible for any loss of securities or any depreciation in the value of securities while in their charge nor for loss of interest thereon.

33.5 In the event of contract being cancelled, under condition 52, 53 & 54 of General Conditions of contract, the Performance Security shall be forfeited in full and shall be credited into Consolidated Fund of India".

34. **BANK GUARANTEE BOND AGAINST PERFORMANCE SECURITY (REFER PARA 33 HERE-IN-BEFORE)**

34.1 Condition 19.1 of IAFW-2249 provides for submission of Performance Security by the successful Seller in the form of Bank Guarantee Bonds or Govt Securities, FDR or any other form of deposit stipulated by the Accepting Officer.

34.2 The Performance Security shall be in favour of Accepting Officer and shall be in any of the forms mentioned above. Work Order No 1 shall be placed only after submission of Performance Security of adequate value by the Seller. In case a fixed deposit receipt of any Bank is furnished by the Seller to the Government as part of the Performance Guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Seller and the Seller shall forthwith on demand furnish additional security to the Government to make good the deficit.

34.3 If the Performance Security is provided by the successful Seller in the form of a Bank Guarantee, it shall be issued by Nationalized / Scheduled Indian Bank but its confirmation shall be done only from the Head office of the Bank.

34.4 Form for Bank Guarantee Bond against Performance Security Deposit shall be same as Appendix 2.1 of MES Manual on Contracts 2020 with "security deposit" in Para 1, line 4 replaced by "Performance Security Deposit".

34.5 The period of validity of the Bank Guarantee Bond against Performance Security shall be initially valid upto the stipulated date of expiry of Defects Liability Period plus minimum 60 days beyond that. In case final bill is not paid during this period, the Seller shall get the validity of Performance Guarantee extended to cover such enlarged time required for payment of final bill.

34.6 The original Bank Guarantee Bond against Performance Security alongwith necessary certified copies shall be sent to the PCDA / CDA by the Accepting Officer for verification and then returning the original to the Accepting Officer and the certified true copies to the GE (I) & AAO. The original BGB shall be kept in the custody of the Accepting Officer.

34.7 The Accepting Officer shall evolve a procedure to ensure that timely action is initiated to have the validity date of the Bond extended by the Seller, or to have it encashed before the same expires. For this purpose, a suitable register shall be maintained by the Accepting Officer.

34.8 In case at a later stage, on account of delay in completion of work or due to any other reason, it is considered that the validity date stipulated in the Bank Guarantee against Performance Security should be extended, then the Seller shall be directed by the Accepting Officer of the contract to have the validity extended before the date of validity expires. If the Seller fails to do so, the Bank Guarantee shall be encashed before expiry. The encashment notice shall be similar to the format

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given in Appendix 18.5 of MES Manual on Contract 2020 with “in lieu retention money” in Para 1, line 2 replaced by “against Performance Security”.

34.9 In case the BGB is not encashed by the concerned Bank, the matter shall be referred to the Central Office of RBI in Delhi and Mumbai at the following address or any latest address which can be found from internet: -

(a) Jt Chief Officer
Deptt of Banking and Operations
Reserve Bank of India
Parliament Street
New Delhi-110 011

(b) Reserve Bank of India
Central Office
Department of Banking Operations
& Development Centre-1
World Trade Centre
Cuffe Parade, Colaba
Mumbai-400 005

34.10 Bank Guarantee Bond in lieu of Performance Security is due for discharge on expiry of Defect Liability Period provided always that the Seller has been paid the final bill and Seller has rendered the No Demand Certificate (IAFW-451). Immediately after expiry of Defects Liability period. GE concerned shall check and ascertain the position of final bill.

In case final bill has been paid, Seller shall be asked to submit the No Demand Certificate (IAFW 451), if not already submitted by him. After submission of No Demand Certificate (IAFW – 451), GE will intimate this fact to the Accepting Officer within a week who shall release the Bond duly discharge to the Seller. Accepting Officer will ensure that no delay occurs in releasing the Bank Guarantee Bond.

In case final bill has not paid, the status thereof shall be ascertained by Accepting Officer and efforts will be made to get it cleared within one month of expiry of Defects Liability period. After clearance and payment of final bill Seller shall be asked to submit the No Demand Certificate (IAFW-451), if not already submitted by him. After submission of No Demand Certificate (IAFW-451) to GE and on receipt of the same, Accepting Officer shall release the Bond duly discharged to the Seller without any delay.

If any recovery is outstanding against the Seller, release of Bank Guarantee will be subject to compliance of the procedure for effecting the recovery / with-holding the due amount as stipulated in Condition 67 (as amended) of General Conditions of Contract.

Signature of Seller
Date:

AGE (Contracts)
for Accepting Officer

PARTICULAR SPECIFICATIONS**1. GENERAL:-**

- 1.1 The work under this contract comprises of provision of services for Conservancy and Housekeeping of Office Complexes of Garrison Engineer (I) R&D (West) Bangalore, AO Office Complex (G+1), AGE B/R- I (Single storey), AGE B/R-II (G+1), BSO R&D (West) Complex (Single Storey) under jurisdiction of GE (I) R&D (West) Bengaluru all as described in Schedule 'A'.
- 1.2 The works under this contract shall be carried out in accordance with Schedule 'A', Particular Specifications and General Specifications and other provisions in the MES Schedule.
- 1.3 The Term "General Specifications" referred to in Para 1.2 above as well as referred in IAFW-2249 (General Conditions of Contract) shall mean the specifications contained in the MES Standard Schedule of Rates - 2009 (Part-I) Specifications and MES Standard Schedule of Rates - 2020 Part-II Rates.
- 1.4 General Rules, Specifications, Special Conditions and all Preambles in the MES Schedule shall be deemed to apply to all works under this contract, unless mentioned otherwise in these tender documents, in which case specifications in these tender documents shall take precedence over the aforesaid provisions in the MES Schedule.

2. AREA COVERAGE FOR SERVICES

- 2.1. Work/ Services are to be carried out in the complete Area of Responsibility (AOR) of GE (I) R&D (West) Bengaluru. The working areas for the services are as specified herein after:-

(a) CONSERVANCY AND HOUSEKEEPING OF MES OFFICES/ INSTALLATIONS

- (i) Office Complexes of Garrison Engineer (I) R&D (West) Bangalore,
- (ii) AO Office Complex (G+1),
- (iii) AGE B/R- I (Single storey),
- (iv) AGE B/R-II (G+1),
- (v) BSO R&D (West) Complex (Single Storey).

- 2.2 The areas mentioned in clause No. 2.1 here-in-before are in general and the services to any other MD/ OTM Accn/ MES installations/ Offices which are not mentioned above but covered under AOR of **GE (I) R&D (West) Bengaluru** shall also be provided by the Seller.
- 2.3 The Seller shall inspect all the areas covered under AOR of **GE (I) R&D (West) Bengaluru** under this contract with prior appointment from EIC before quoting of tender

3.0 WORKS TO BE CARRIED OUT

- 3.1.1 Cleaning, sweeping, mopping and wiping of floors, staircases in single shift on daily basis as described in Schedule 'A' and as required by Engineer-in-charge. **Cleaning activity of the office rooms shall start in the morning at 8.00 AM so as to complete all the dusting/ cleaning/ mopping work before 9.00 AM.**
- 3.1.2 Thorough cleaning of all toilets using required detergent including providing naphthalene balls and air purifiers in all urinals, wash basins and WC area. Consumable items as per SI Item No 1 on Serial Page No 21 shall be supplied by Seller as and when required basis. The Seller shall ensure that the requirement of consumable items shall be brought to notice of Engineer-in-Charge a week in advance to ensure regular daily housekeeping activities are carried out.

PARTICULAR SPECIFICATIONS

- 3.1.3 Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows, venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
- 3.1.4 Lifting, carrying and disposing the dead bird's animals, rats, insect's etc. if found in and around the office building.
- 3.1.5 Clearing of any choking's in the Toilets, drains, etc., by manual or mechanical means.
- 3.1.6 Removal of bee-hives and cobwebs/ honey webs from the office buildings and its premises.
- 3.1.7 Cleaning and sweeping of open area including balconies and roof tops with brooms.
- 3.1.8 Removal of garbage from the office building and its premises.
- 3.1.9 The Seller shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Rats, Mosquitoes, Cockroach, Silver fish, crawling insects at carpeted rooms, etc. The insecticides and pesticides sprayed shall be of ISI marked and in case the pest control is ineffective the Seller shall have to carry out operation more than once in a month.
- 3.1.10 Proper registers/ records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the officer-in-charge at regular intervals and finally at the end of each month.

3.2 JOBS TO BE CARRIED OUT DAILY

- 3.2.1 Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/ wet duster and with suitable cleaning agent and mopping of floors with phenol and water.
- 3.2.2 Cleaning of corridors staircases and common areas with phenol and plain water in the morning.
- 3.2.3 Maintaining and cleaning the floors and walls of toilets. Windows and window cills of all toilets shall be cleaned regularly. Wash basins, urinals, WC are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular intervals every day. Consumable items mentioned here-in-after shall be supplied by Seller as and when required basis.
- 3.2.4 Collection of waste paper and waste materials from office rooms, lobbies and putting in waste baskets/ bags at the specified locations.
- 3.2.5 Cleaning of glass panes of doors, windows and partitions with soap/ cleaning agent.
- 3.2.6 Cleaning/ removal of any type of stains from the building premises and staircases.
- 3.2.7 Cleaning gully traps and manholes within and surrounding of premises as and when required.
- 3.2.8 Cleaning of duct and shaft spaces and removal of garbages and depositing them into the dustbins and keeping the same outside the building.

PARTICULAR SPECIFICATIONS (Contd...)**3.3 JOBS TO BE CARRIED OUT WEEKLY**

- 3.3.1 Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/ office rooms, conference halls, corridors with soap, detergents or any other chemicals, using automatic mopper/ scrubbing machine at least once in a week.
- 3.3.2 Cleaning of fabric upholstered sofa sets with vacuum cleaners and leatherite upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.
- 3.3.3 Cleaning of brass letters by brasso (polish).

3.4 JOBS TO BE CARRIED OUT FORTNIGHTLY

- 3.4.1 Polishing of brass articles with approved brass cleaning material.
- 3.4.2 Cleaning of carpets in office rooms/ conference halls by vacuum cleaners without damaging the carpet.
- 3.4.3 Dusting of false ceiling etc. with soft broom and cloth.
- 3.4.4 Washing and cleaning of driveways, parking areas and roads within the office premises.

3.5 WASTE DISPOSAL MANAGEMENT

- 3.5.1 The Seller shall ensure collection, screening/ segregation of dry and wet garbage in the earmarked area and shall also ensure segregation of bio-degradable and non-biodegradable garbage and shall finally arrange for disposal of garbage at such a place as permissible by local/ municipal authorities.

3.6 TOOLS AND PLANTS

- 3.6.1 All tools and plants required shall be supplied by Seller for day to day housekeeping and conservancy to upkeep the MES offices/ installations shall as mentioned below. The T&P other than consumables provided by Seller shall be taken back after completion of work. The Seller's quoted rates shall deemed to include for above provision.

Sl. No.	To be supplied by Seller	To be provided by Seller and taken back after complete of work
1.	Floor scrubbers	
2.	Flexible dust bags	Industrial vacuum cleaner (Wet/ Dry)
3.	Mop Sets (Wet/ Dry)	Plastic buckets
4.	Toilet bowl brush	Water sprinkler buckets
5.	Dust pan and brush (Extendable)	Dust bins
6.	Flat Dusters	
7.	Long handle cobweb brush	
8.	Corner brush with handle	
9.	Brooms plastic	

- 3.6.2 In addition to above, the list of tools and plants to be supplied by Seller shall be as specified in BOQ.

PARTICULAR SPECIFICATIONS (Contd...)**3.7 SUPPLY OF MATERIAL AND CONSUMABLES**

3.7.1 Following consumables like Floor cleaner, Toilet cleaner, Glass cleaner, liquid soap, mosquito spray, insecticide, detergent, air fresher / Room fresher, tissue rolls for toilets, bio cubes for urinals, naphthalene balls, brass polish and bio garbage plastic bags, will be supplied by the Seller for carrying out day to day housekeeping and conservancy to upkeep the MES offices/ installations shall as mentioned below.

Note: Any material which is not specifically mentioned in the above list but which is essential for execution and satisfactory completion shall also be supplied by the Seller and the rates quoted shall be deemed to include this provision also and no extra claims shall be allowed by the Department on this account.

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5.0 PERSONNEL EMPLOYED BY THE SELLER**5.1 PROVIDING WORKFORCE**

5.1.1 The Seller shall provide services by deploying qualified and experienced personal in relevant field to maintain the buildings as required by the Department and to ensure the degree of quality and workmanship to the satisfaction of the Engineer-in-Charge.

5.1.2 The Seller shall deploy the following personnel per day per shift and in any case the total number of persons indicated against each category shall not be less than the number of persons specified below:-

(a) Saffaiwala - 06 Nos.

6.0 QUALIFICATION

6.1 The personnel engaged by the Seller shall have full knowledge, sufficient experience in respective field of operation and capable of performing of all the tasks entrusted by the Department of the respective trade work. Seller shall submit the following details to the Engineer-in-Charge in quadruplicate and the copy of the same shall also be kept at the installation where the individual is deployed.

- (i) Qualification proof of the individual.
- (ii) Police verification/ Character certificate.
- (iii) Age proof/ Address proof.

6.2 **Seller shall note that the tradesmen engaged by him shall have the following minimum qualifications and works experience.**

(i) Qualification of Safaiwala – experience in similar field.

6.3 Immediately after issue of work order the Seller shall submit to the Engineer-in-charge a list of personnel with names, qualifications, practical experience, etc. whom he intends to engage under this contract and the same shall be got approved by GE before employing them. The operation of water supply and electrical installations shall be carried out as per the directions and operating instructions given by Engineer-in-Charge.

6.4 The Seller is required to employ the persons on all working days as directed by the Engineer-in-charge.

PARTICULAR SPECIFICATIONS (Contd...)

- 6.5 The Seller shall employ only adult labourers under this contract. Employment of child labourers will lead to the termination of the contract. The Seller shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The police verification with regard to antecedent and character of tradesmen engaged by the tenderer, shall be carried out by the Seller at his own expenses without any extra cost to the Department. The police verification report, inter-alia showing names and addresses of personnels shall be required to be submitted to the Engineer-in-Charge/ GE as and when asked for.
- 6.6 In order to maintain quality services and minimize operational problems, the Seller shall rotate the staff once in six months with prior written intimation to GE/ Engineer-in-Charge or as and when directed by the Engineer-in-Charge.
- 6.7 The personnel employed by the Seller may be negated by the Accepting Officer if he is not satisfied with performance of duty or without assigning any reasons required him to cease from duty and the Seller shall not be reimbursed nor paid extra on this account.
- 6.8 All the personnel employed by the Seller will report Engineer-in-Charge/JE in charge of service centre at Sharp 0800 hrs with necessary tools and plants.
- 6.9 The personnel employed by Seller shall limit their movement for particular installation and shall not trespass to any other surrounding buildings on any reasons. They shall not be under the influence of alcoholic drinks during duty. They should be polite in behavior while dealing with MES staff and user staff.
- 6.10 The Seller shall make good damages if any occurred to the buildings/ installations/ plumbing fittings/ water supply fittings/ electrical fittings/ fixtures due to negligence of the persons employed by him without any extra cost to the Govt. Whether the damages is due to negligence of person employed by Seller or it is due to wear and tear shall be decided by Accepting Officer and shall be final and binding on Seller. In case if it is decided as due to wear and tear the same shall be made good by the Department.
- 6.11 Seller shall not retain the old employees of previous Seller.
- 6.12 Personnel employed by the Seller for shift duty should be in proper uniform as directed by the Engineer-in-charge and the cost of the same shall be deemed to be included in rates quoted by the Seller.
7. **LIABILITIES, CONTROL ETC OF THE PERSONNELS DEPLOYED.**
- 7.1 It shall be the responsibility of the Seller to meet transportation, food, medical and any other requirements in respect of the persons deployed by him under this contract and Department shall have no liability in this regard.
- 7.2 For all intents and purpose the Seller shall be the "Employer" within the meaning of different Labour Legislations in respect of supervisors, tradesmen, mazdoors, helpers, etc., so employed and deployed in this Department under this contract. The persons so deployed by the Seller in the Department under this contract shall have no claims of Master and Servant relationship nor have any principal and agent relationship with or against the Department.
- 7.3 The Seller shall be solely responsible for the redressal of grievances, resolution of disputes relating to persons deployed. The Department shall in no way be responsible for settlement of such issues whatsoever.
- 7.4 The Department shall not be responsible for any damages, losses, financial claims for any injury to any person deployed by the Seller in the course of their performing the functions/ duties, or for payment towards any compensation.

PARTICULAR SPECIFICATIONS (Contd...)

- 7.5 The persons deployed by the Seller shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of the Department during the currency or after expiry of the contract.
- 7.6 In case of termination of the contract on its expiry or otherwise, the persons deployed by the Seller shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in the Department.
8. **LEGAL**
- 8.1 The Seller shall be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance other rules/ workmen's compensation act/ regulations framed by Govt from time to time etc. in respect of the persons deployed by him.
- 8.2 The Seller shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the Department to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 8.3 The Seller shall maintain all statutory registers under the applicable law and shall produce the same on demand to the concerned authority of this Department or any other authority under law.
9. **INSURANCE**
- 9.1 The Seller shall ensure proper/ necessary safety insurance for the personnels employed for the execution of contract.
10. **EMPLOYMENT LABOUR CERTIFICATE.**
- 10.1 Necessary labour license shall be obtained by Seller from Labour Commissioner regarding employment of labour and shall be submitted to GE / Engineer-in-Charge before commencement of works.
11. **Termination of Contract.**
- 11.1 In the event of non-compliance of any of the above mentioned clauses, the contract shall be terminated by the Accepting Officer on Seller's default and same shall be executed at Seller's risk and cost as per IAFW-2249 or a suitable recovery may be imposed upon the Seller as deemed fit as per circumstances thereof.
12. **PERIODICAL SHIFT**
- 12.1 Eight hours of working shall be treated as one shift and the Seller has to quote for such shift considering the man power and materials required.
13. **ATTENDANCE REGISTER**
- 13.1 An attendance register showing daily presence of personnel deployed by the Seller shall be maintained and shall be signed by the Seller or his representative and by Engineer-in-Charge. This shall be in quadruplicate. Duplicate copy shall be attached with RARs and the original shall be attached with the final bill of contract. The quadruplicate shall be issued to Seller for his record.
14. **STATIONERIES**
- 14.1 All Necessary stationeries required for maintaining registers shall be arranged by the Seller and the cost of which is deemed to be included in the rates quoted by the tenderer.

PARTICULAR SPECIFICATIONS (Contd...)**15. COMPENSATION**

15.1 The liability of Seller under this contract shall cover for payment of all compensation and all other incidental expenses that may have to be incurred as per the relevant labour and other Acts (Central and State Govt) for injuries or any nature of disability rates shall deemed to be included in rates quoted in Schedule 'A' / BOQ and nothing extra shall be paid to the Seller under any circumstances and no claim whatsoever will be entertained in this regard.

16. PERIOD OF CONTRACT

16.1 The period of this contract is **330 days**. In case the department staff is posted for operation of the installation, this contract will be foreclosed with one month's prior notice to the Seller.

17. PENAL RECOVERY

17.1 In the events of Seller's failure to engage required number workers as per Schedule 'A' and if during the surprise checks by the representatives of department, if any of the personnel is found missing during working hours or unattended to the work a penal recovery at twice the rate quoted for the particular personnel for the missing period(s) as per CA shall be derived out and recovered from the payment due to the Seller and the decision of Accepting Officer shall be final conclusive and binding in this regard.

18. PROTECTIVE CLOTHING SAFTY EQUIPMENT

18.1 The tradesman working in the operation of installation/ other places shall wear protective clothing/ safety equipment as per the standing order/ instructions existing in the installation as directed by Engineer-in-Charge. Seller shall provide the same to his staff. The cost of the same is included in the Sch `A'.

19. LEAVE RESERVE ON HOLIDAY

19.1 The number of tradesmen required for each category of installation shall be as mentioned in Schedule 'A'. However it does not include for leave/ holiday reserve etc. MES will not sanction any leave, etc. for the employees employed by the Seller. It is the responsibility of the Seller to provide necessary leave/ holiday reserve at his own arrangement without any extra cost to the Department

20. THEFT/ DAMAGES TO INSTALLATIONS

20.1 The Seller shall note that in case if any theft/ damages to the accommodations/ installations/ defence property due to negligence/ malicious intentions on the part of the individual employed by the him, a Board Of Officers appointed by the GE will investigate the matter and pin point the responsibility. If the Board Of Officers identify the person employed by the Seller is guilty the Seller is liable to pay such compensation as decided by the Accepting Officer and the same is final and binding.

21. SPECIAL POINTS

21.1 The Seller's attention is required on the following points:-

- (a) To ensure that the whole premises are kept clean and tidy.
- (b) To keep all tools and equipment available to persons for safe and satisfactory performance of his duties.
- (d) To arrange and instruct persons to follow the instructions/ directions of Engineer-in-Charge and to ensure their compliance.

PARTICULAR SPECIFICATIONS (Contd...)

- (e) The labourers shall be provided with protective devices and shall wear them while working. In case any accident/ injury/ fatal or partial disability happened, the Seller shall be solely responsible for settling all claims/ compensation. Department will have a right to recover any sum indicated/ claimed by Labour Commissioner/ Court directive.
- (f) The Person engaged for a particular work shall not leave the place under any circumstances and security point of view.
- (g) If during the surprise checks by the representatives of department, if any of the personnel is found missing during working hours or unattended to the work a penalty of twice the rate quoted for the particular personnel for the missing period(s) as per CA shall be derived out and recovered from the payment due to the Seller in addition to cost of any damages which shall also be recovered from the Seller. Regarding penal recovery the decision of Accepting officer shall be final and binding.
- (j) Any damage to the Govt. Property due to faulty workmanship and lack of general maintenance shall be made good at the risk and cost of the Seller. The Seller shall be responsible to keep the surroundings neat and clean. Consumption of Alcohol, smoking and chewing of pan is forbidden whilst on duty in the premises.

22.0 CLEANING OF ROOF TOP

- 22.1 The roof top surfaces of above buildings shall be carried out one in 3 Months to ensure that all waste deposits on roof top surfaces are cleared free for flow of rainwater to avoid seepage / leakage and ensure effectiveness of water proofing treatment carried out in above buildings.
- 22.2 Removing all debris outside MD land.

Signature of the Seller
Date :

AGE (Contracts)
for Accepting Officer