

MILITARY ENGINEER SERVICES**NAME OF WORK : PROVN OF ARBORICULTURE AT ALG TAWANG**

SI No	PARTICULARS	PAGE NO
1.	Content Page	1
2.	Forwarding letter including instructions to tenderers for filling and submission of tender	2 to 5
3.	Notice of tender IAFW-2162 (Revised 1960) including Appx 'A' to Notice of tender	6 to 12
4.	Tender and item rate contract for works required in IAFW-1779-A (Revised-1955), Sch 'A' Notes, Sch 'B', Sch 'C', Sch 'D' and tender except BOQ	13 to 21
5.	General Conditions of Contracts IAFW-2249 (1989 Print) including errata and amendments there to	22 to 71
6.	Schedule of Minimum Fair Wages	72
7.	Special Conditions	73 to 77
8.	Particular Specification	78 to 79
9.	Errata/Amendment to the Tender Documents if any	
10.	BOQ	
11.	Relevant Correspondence	
12.	Acceptance Letter	

Total Pages _____
 Drawings : NIL

SIGNATURE OF CONTRACTOR
DATED : _____

DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER

Tele Fax No : 0373-2864188

REGD BY POST

CCE (NEP) AF Chabua
Post - Chabua Air Field
Distt - Dibrugarh (Assam)
PIN – 786 102

27828/CCE(NEP)/ /E8

2018

M/S.....

.....

NAME OF WORK: PROVN OF ARBORICULTURE AT ALG TAWANG

Dear Sir (s),

1. Tender documents for the above Work are uploaded in www.eprocuremes.gov.in.
2. Tender will be received by the Accepting Officer as per critical dates shown in subject tender details & subsequent amendment if any available on www.eprocuremes.gov.in.
3. Tender will be opened on DUE DATE & TIME fixed for Receipt of Tenders in the presence of those Tenderers who will submit PRICED TENDERS and will be present at the time of Opening of Tenders.
4. Tenderers to note that NO OFFLINE TENDER SHALL BE ENTERTAINED. The tender documents are available online on website “www.defproc.gov.in”. The interested tenderer /firms must have Digital Signature Certificate (DSC) functional and duly registered on website “www.defproc.gov.in”.
5. **EARNEST MONEY & PERFORMANCE SECURITY DEPOSIT**
5.1 Tenders issued to Contractors who are not Enlisted with the MES/who are enlisted but have not executed the Standing Security Bond : -

(a) The Amount of ‘EARNEST MONEY’ Rs. 13200/- (as mentioned in the APPENDIX ‘A’ TO NOTICE OF TENDER) for the Work to be furnished along with the Tender documents on the DUE DATE and TIME.

(b) Contractors who are Not Enlisted with MES/who are Enlisted but have not executed the STANDING SECURITY BOND shall be deposit EARNEST MONEY as mentioned here-in-above in any one of the following forms : -

- (i) DEPOSIT AT CALL RECEIPT from a Scheduled Bank in favour of CCE (NEP) (AF) Chabua
- (ii) RECEIPTED TREASURY CHALLAN, the Amount being credited to the Revenue Deposit of CCE (NEP) (AF) Chabua.

NOTE : Earnest Money in any other form i.e. CHEQUE, BANK GUARANTEE, etc. will not be Accepted.

Contd...

- 5.2 Non-submission of EARNEST MONEY will render the Tender as non-bonafied and consequently liable to be ignored.
- 5.3 Performance Security deposit of 5% of contract value shall be provided by successful Bidder by the way of Bank Guarantee/TDR within 30 days of acceptance of tender by CCE(NEP) (AF) Chabua. The same will be returned as per clause No 68 of IAFW-2249 (General Conditions of Contracts).
- 5.4 Any Contractor borne on the APPROVED LIST OF CONTRACTORS of any MES Formation and who has executed Standing Security Bond will be permitted to Tender for Works under any other MES Formation without furnishing Earnest Money along with his Tender.
6. INSTRUCTIONS TO TENDERERS
- 6.1 Instructions to Tenderers is enclosed at SERIAL PAGE No 4 & 5 of this Tender documents for your guidance. Please read these Instructions carefully for filling of Tender and submission of the Tender documents.
7. IN LIEU SHEET(S)
- 7.1 Informations/documents (Forming Part of this Contract) mentioned here-in-below are not enclosed with these documents and are available for perusal in this Office. Whether these documents are actually seen or not, if a valid Tender has been submitted, it is deemed that the Contents thereof have been taken into account.
- (a) GENERAL CONDITIONS OF CONTRACTS, IAFW-2249- (1989-PRINT) WITH ERRATA 1 TO 20 AND AMENDMENTS NO 1 TO 40
- (b) SCHEDULE OF MINIMUM WAGES
- 7.2 The Tenderer will ensure that the 'IN LIEU SHEET' referred to above duly signed is returned along with his/ their Offer.
8. This Tender Forwarding Letter shall form Part of the CONTRACT.

Yours Faithfully,

SIGNATURE OF CONTRACTOR
DATED : _____

DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER

INSTRUCTIONS TO TENDERERS**1. GENERAL**

- 1.1 The Tenderer shall quote his Rates on the BOQ and the same shall be uploaded in cover- II of tender only.
- 1.2 The Tender shall be accompanied by a Certified True Copy of the Power of Attorney as per new enactment being enforced, in favour of the Signatory of the Tender documents. In case the Signatory himself is the Sole Proprietor, 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. The Person signing the Tender on behalf of another Partner(s) or on behalf of a Firm or Company shall attach with the Tender a proper Power of Attorney duly executed in his favour by such other Person or by all the Partner(s) or in accordance with Constitution of the Company in case of Company, stating that he has authority to bind such other Person(s) or the Firm or the Company as the case may be, in all matters pertaining to the Contract including the Arbitration Clause.
- 1.3 Even in case of Firms or Companies which have already given Power of Attorney to and individual authorizing him to sign Tender and Contract documents on behalf of the firm and in pursuance of which Tenders are being signed by such Persons as a routine, a Fresh Power of Attorney duly executed in his favour by all Partners or the Firm stating specifically that the Person has Authority to bind such Partner(s) or the Firm or the Company as the case may be, including the condition relating to Arbitration Clause, should be submitted with the Tender, unless such Authority already been given to the Persons concerned by the Firm or the Company.
- 1.4 Power of Attorney shall be executed as indicated below: -
 - (a) In case of an Individual, Sworn Affidavit shall be executed by the Contractor himself.
 - (b) In the case of Partnership concern Firm, Power of Attorney shall be executed by the all Partners.
 - (c) In the case of Company, Power of Attorney shall be executed in accordance with the Constitution of the Company.

2. FILLING IN OF TENDERS

- 2.1 The Department may issue ERRATA and/or AMENDMENTS to the Tender documents before due Date of submission of Tender. The Tenderer is required to read the Tender documents in conjunction with ERRATA and/or AMENDMENTS if any, issued by Department.

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INSTRUCTIONS TO TENDERERS (CONTD...)

- 2.2 The Tenderer will not make of his own any ALTERATION in Tender Documents uploaded by the Department. It is expressly brought to the Notice of Tenderer that if he makes any Alteration in the 'Tender documents' and does specifically bring out the ALTERATION to the Notice of ACCEPTING OFFICER, the ALTERATION(s) made by the Tenderer shall be deemed to have become NULL & VOID and the original provision in the Tender documents as originally made by Department of amended subsequently through ERRATA and/or AMENDMENTS to the Tender documents issued by Department shall hold and the Contractor will not have any Claim on this account.
3. **REVOCAION/REVISION OF OFFER UPWARD/ OFFERING VOLUNTARY REDUCTION, AFTER OPENING OF FINANCIAL BIDS BY LOWEST BIDDER**
In the event of lowest tenderer/bidder revoking his offer or revising his rates upward/ offering voluntary reduction, after closing of bid submission date & time, his offer will be treated as revoked and the Earnest Money deposited by him shall be forfeited. In case of MES enlisted Contractors, the amount equal to the Earnest Money stipulated in the Notice of tender, shall be notified to the tenderer/bidder for depositing the amount through MRO. Bids of such Contractors/bidders shall not be opened till the aforesaid amount equal to the earnest money is deposited by him in Govt Treasury. In addition, bids of such tenderer/ bidder and his related firm shall not be opened in second call or subsequent calls. Reduction offered by the tenderer/bidder on the freak high rates referred for review shall not be treated as voluntary reduction.
4. **OPENING OF TENDERS**
- 4.1 During opening of Tender, Proprietor/Partner of the Firm or their Authorised Representative may be present. In case of an Authorised Representative, an Authority letter from the Proprietor/Partner of the Firm shall be deposited to the Opening Officers for attending in the Tender Opening.
5. These INSTRUCTIONS TO TENDERERS shall form Part of the CONTRACT.

SIGNATURE OF CONTRACTOR
DATED : _____

DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER

MILITARY ENGINEER SERVICES**NOTICE INVITING TENDER (NIT)**

- 1 A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT)
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less a tenderer/bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The tender shall be based on Schedule 'A' list of item of works, specifications, IAFW-2249 and IAFW-1779-A with Schedule 'A' (list of works) to be priced by the tenderer. The tenderer shall calculate his own unit rates from the Schedule 'A' list of items of works and other information furnished in tender documents and arrive at a rate for each item by him independently.
4. 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 the site, which will be on or about two weeks after the date of acceptance of tender.
5. Normally Contractors whose names are on the MES approved list of the area in which the work lies and within whose financial category the estimated amount would fall may tender, but in case of term contracts, Contractors in categories 'S' & 'A' to 'E' may tender. In cases, where the tendered amount is in excess of the financial category whether or not the estimated amount was within financial category of the contractor, the Accepting Officer reserves the right to accept the tender, in which event the tenderer would be required to lodge Additional Security Deposits as notified by the Accepting Officer in terms of conditions of contract. Contractor's whose names are on the MES approved list of any MES formations and who have deposited Standing Security Deposit and have executed, Standing Security Bond may also tender without depositing earnest money along with the tender and if the Accepting Officer proposes to accept the tender, such tenderer should be required to deposit Security Deposit as notified by the Accepting Officer. Not more than one tender shall be submitted by one Contractor or one firm of contractor and 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 for the same contract as separate competitors. A breach of this condition will render the tender of both parties liable to rejection.
6. The Chief Construction Engineer, PO: Chabua Air Field, Distt – Dibrugarh (Assam), PIN -786102 will be the Accepting Officer here-in-after referred to as such for purposes of this contract.
7. (i) Hard copy of application alongwith Demand Draft for the tender form must be submitted to the Chief Construction Engineer (NEP) AF, PO: Chabua Air Field, Distt – Dibrugarh (Assam), PIN -786102 as to reach this office within 05 (Five) working days after the bid submission end date as mentioned in aforesaid Appendix 'A' to notice of tender.

NOTICE INVITING TENDER (NIT) (CONTD...)

7. (ii) Invitation of e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of financial bid of any applicant /bidder , even to enlisted contractors of appropriate class merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the financial bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia , capability of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the defproc.gov.in website. The applicant contractor/bidder if he so desire may appeal to the Next Higher Engineering Authority i.e. Addl Director General (NEI) Guwahati, C/O CCE (Army No 3), Narangi, C/O 99 APO on email ID adgnei-mes@gov.in with copy to the Accepting Officer on email before the schedule date of opening of financial bid. The decision of the Next Higher Engineering Authority (NHEA) shall be final and binding. The contractor / bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
- (iii) The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment details/documents shall be uploaded as packet-1/cover-1('T' bid) of the tender/bid on e-tendering portal. DD is refundable in case 'T' bid is not accepted resulting in non opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government what so ever on this account.
- (iv) Tender form and conditions of contract and other necessary documents shall be available on eprocuremes.gov.in/defproc.gov.in for download and shall form part of contract agreement in case the tender/bid is accepted.
- (v) In case of contractor who has not executed the Standard 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 CCE(NEP) AF Chabua (See Appendix 'A') by a scheduled bank or in receipted treasury challan the amount being credited to the revenue deposit of the concerned CCE(NEP) AF Chabua (See Appendix 'A').
- (vi) A contractor who is not enlisted for the area in which the work lies but whose name is in the MES approved list of any MES formation and who has deposited earnest money along with tender ; but if the Accepting Officer accept the tender /bid , the contractor will be required to lodge with the controller of Defence Accounts concerned the amount of 'Individual Security Deposit' within 30 days of the receipt by him of notification of acceptance of his tender/bid , failing which this sum will be recovered from 1st RAR payment or from 1st final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor.
- (vii) A contractor who has executed standing Security Bond but not corresponding to the appropriate class as mentioned above, shall lodge with the Accepting Officer, Additional Security deposit as notified by the Accepting officer within 30 days of the receipt of his notification of acceptance of his tender/bid , failing which this sum will be recovered from the 1st RAR payment or from the 1st final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However , in case where any payment is made to the contractor within 30 days of the receipt by him of notification of acceptance of tender/bid , the amount of additional security deposit shall be recovered from such payment.

NOTICE INVITING TENDER (NIT) (CONTD...)

- (viii) The CCE(NEP) AF Chabua will return the earnest money wherever applicable to all unsuccessful tenderers/bidders by endorsing an authority on the deposit-at-call receipt for its refund, on production by the tenderer, bidder a certificate of the Accepting Officer that a bonafide tender/bid was received and all documents were returned.
- (ix) The CCE(NEP) AF Chabua will either return the Earnest Money to the successful tenderer /bidder by endorsing an authority on the deposit-at-call Receipt for its refund on receipt of an appropriate amount of Security Deposit or will retain the same in part or full on account of Security Deposit if such a transaction is feasible.
- (x) Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer /bidder at the office of Accepting Officer and concerned CCE(NEP) AF Chabua during working hours.
8. The tenderers are advised to visit site by making prior appointment with the PM (NEP) Tawang in sufficient time. A tenderer shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.
 9. Any tender which proposes any alteration to any of the condition laid down or which proposes any other conditions or description, whatsoever, is liable to be rejected.
 10. The uploading of bid implies that bidder has read this Notice and Conditions of Contract and has made himself aware of the scope and specifications of the work to be done and of the Conditions and rates of stores, tools and plants etc that will be issued to him and legal conditions and other factors bearing on the execution of the work
 11. Tenderer/bidder must be in possession of a copy of the **GENERAL CONDITIONS OF CONTRACT (IAFW-2249, 1989 PRINTS)** including Errata / Amendment thereto.
 12. Tenderers must be very careful to upload a bonafied tender/bid complete with all documents forming part of the tender/bid. A bonafied tender must satisfy each and every condition laid down in this notice, Schedule 'A' Notes, Special conditions and Particular Specification
 13. It is mandatory for tenderer to upload copy of Provident Fund No in accordance with EPF & MP Act 1952 and other statutory provisions. The contractor shall be required to fulfil all provisions in the matter before award of contract and subsequent execution of works. If tenderer fails to upload aforesaid details, it shall be considered that he is not in possession of Provident Fund No and he shall be disqualified on technical evaluation in Cover 1 and his financial bid shall not be opened.
 14. The Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.

NOTICE INVITING TENDER (NIT) (CONTD...)

15. The Accepting Officer reserves his right to accept a tender submitted by a public undertaking giving a price reference over other tender(s) which may be lowest, as are admissible under the Government policy. No claim for any compensation or otherwise shall be admissible from such tenderers whose tenders may be rejected on account of the said policy.
16. This Notice Inviting Tender (NIT) including Appx 'A' shall form part of the contract.

(SIGNATURE OF CONTRACTOR)
DATED : _____

DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1	Name of Work	Provn of Arboriculture at ALG Tawang
2	Estimated Cost	Rs. 6.60 Lakhs (Rupees six lakhs sixty thousand only)
3	Period of Completion	13 (Thirteen Months)
4	Cost of Tender Documents	Rs. 500 in the form of DD/Bankers cheque from any schedule Bank in favour of CCE (NEP) (AF) CHABUA and Payable at Chabua / Dibrugarh (copy shall be uploaded online and original to be submitted offline before due date of opening of cover-1)
5	Website/portal address	www.defproc.gov.in and www.mes.gov.in
6	Type of Contract	The Contract shall be Item Rate Contract based on IAFW-2249 & IAFW-1779-A with list of works to be quoted by the Contractor.
7	Information & Details	
	a) Publishing Date and Time of Tender Documents	Refer critical date as on website
	b) Starting Date and Time of Tender Document Downloading	
	c) Starting Date and Time of Bid Submission (Cover-1 & 2)	
	d) Bid Document Download End Date and Time	
	e) Closing Date and Time of Bid Submission (Cover-1 & 2)	
	f) Date and Time of Bid Opening (Cover-1)	
	g) Date and Time of Bid Opening (Cover-2)	
8	Eligibility Criteria	
	(A) For MES enlisted contractors	All Contractors enlisted with MES in Class 'E' and above and Category a (i) or d (iii) shall be considered qualified provided they do not carry any adverse remarks in WLR of competent engineer authority.
	(B) For Other Contractors	a) The firm not enlisted with MES shall meet the enlistment criteria of 'E' class MES contractors & category a(i) or d (iii) i.e. with regard to having satisfactorily completed requisite value of works , Annual turnover , Solvency, Working capital , immovable property /fixed assets, T&P , Engineering establishment , no recovery outstanding in any Government Department, Police verification /passport etc. Enlistment Criteria may be seen in Para 1.4 of Section 1 of Part I of MES Manual on Contracts -2007 (Reprint 2012) as available in all MES formations. b) These firms shall also submit copy of Police verification from Police Authority of the area where the registered office of the firm is located / notarised copy of valid passport of proprietor /each partner /each Director . c) They should not carry adverse remarks in WLR/or any other similar report of any authority.
	(C) For All Contractors	Contractors will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party /another firm except sons / daughters of proprietor /partner /Director and firm's own employees, Director , Project Manager. This shall be subject to certain conditions which will be prescribed in the NOT forming part of the tender documents.
9	Tender Issuing and Accepting Officer	CCE (NEP) AF Chabua
10	Executing Agency	PM (NEP) (AF) Tawang
11	Earnest Money	Rs. 13,200/- in favour of CCE (NEP) AF Chabua

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) (CONTD...)**Notes:-**

- (A) (i) Applications/bids not accompanied by scanned copies of requisites DD/Bankers Cheque towards cost of tender and earnest money (as applicable) shall not be considered for validation of 'T' bid and their finance bids will not be opened.
- (ii) Tenderers/bidders to note that they should ensure that their original DDs and earnest money (as applicable) are received within 02 days of bid submission end date.
- (iii) In case of applications/bids from enlisted contractors of MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will be opened. However, non submission of physical copies of cost of tender shall be considered as wilful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid.
- (iv) In case of applications/bids from unlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid.
- (v) In case of applications/bids (enlisted contractor as well as unenlisted contractor) where scanned copies of requisite Earnest Money (as applicable) were uploaded but the same are not received in physical form within stipulated time, such bids shall not qualify for opening of finance bid.
- (B) Contractors enlisted with MES will upload following documents for checking eligibility:-
- (i) Application for bid in Firm's letter head
 - (ii) Enlistment letter
 - (iii) Scanned copy of DD of cost of tender
 - (IV) Scanned copy of EPF Code No and GSTIN registration No
- (C) Contractors not enlisted with MES will be required to upload necessary documents to prove their eligibility for enlistment in eligible class & category of work, including Affidavit for no recovery outstanding. List of documents required for enlistment in MES has been given in para 1.5 of section 1 Part I of MES Manual of Contracts 2007 (reprint 2012). Following documents shall also be uploaded amongst others.
- (i) Details of three highest valued similar nature of works executed during last five years, financial year wise in tabular form giving name of work, Accepting Officer's details viz. Address, Telephone, Fax No., Email ID etc. date of acceptance of tender and actual date of completion. This shall be duly signed by the proprietor/ all partners/ authorized directors of Pvt/ Public Ltd, as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) (CONTD...)

- (ii) Solvency certificate and working capital certificate issued by scheduled bank.
 - (iii) Annual turnover certificate for last two years issued by Chartered Accountant along with relevant pages of audited balance sheets in support thereof.
 - (iv) Affidavits for possessions of movable & immovable properties by proprietor/ partner owning the immovable property along with Valuation Certificate from Regd Valuer in support of movable & immovable properties. In case of Limited Company, the immovable property is required to be in the name of company. In case of Limited Company, the immovable property is required to be in the name of the Company.
 - (v) In addition, the un-enlisted contractors shall also furnish affidavit on non judicial stamp paper in the form of hard copy declaring their turnover for last 2 (two) years.
 - (vi) scanned copy of DD of Cost of Tender and Earnest Money.
- (D)** In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineering Authority i.e. Addl Director General (NEI) Guwahati, C/O CCE (Army No 3), Narangi, C/O 99 APO on email ID adgnei-mes@gov.in against rejection , whose decision shall be final and binding. However contractor/bidder shall not be entitled to any compensation whatsoever for rejection of technical/prequalification bid.

27828/CCE(NEP)/ /E8

Headquarters
CCE(NEP)(AF) Chabua
PO - Chabua Air Field
Distt _ Dibrugarh (Assam)
PIN – 786102

(R K Das)
Dy Director (Contracts)
for CCE(NEP)(AF) Chabua

Dated : Sep 2018

IN LIEU OF IAFW- 1779A (REVISED 1955)

(TO BE USED IN CONJUNCTION WITH GENERAL CONDITIONS OF CONTRACTS I.A.F.W-2249)

MILITARY ENGINEER SERVICES

REGISTERED POST/ A/D
CCE (NEP) AF Chabua
Post - Chabua Air Field
Distt - Dibrugarh (Assam)
PIN – 786 102

27828/CCE(NEP)AF /E8

Sep 2018

**ITEM RATE TENDER AND CONTRACT : PROVN OF ARBORICULTURE AT
ALG TAWANG**

Shri/M/s _____ of _____ is/are hereby authorized to tender for the above work. The tenderer shall be submit various documents connected with the subject tender through online ' E-Tendering' before the due date and time as mentioned in the NIT.

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

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

SIGNATURE OF OFFICER ISSUING THE
TENDER DOCUMENTS

APPOINTMENT : DY DIR (CONTRACTS)

DATE : Sep 2018

SCHEDULE 'A' NOTES

1. Scope of work :- This contract caters for "Provn of arboriculture at ALG Tawang (As per BOQ).
2. The entire work under this contract shall be completed within 13 (THIRTEEN) months from the date of commencement of work as mentioned in work order No 1. Site for execution of work will be available on the date of handing over of site as mentioned in work order No 1. In case, it is not possible for the Department to make the entire site available on the date of handing over of site, the contractor shall have to arrange his programme accordingly. No claim whatsoever for not giving the entire site on the date of handing over of site and for giving the site gradually will be tenable.
3. Unit rates :-
 - (a) The contractor shall calculate his own details and insert his unit rates in Sch 'A' (BOQ) under respective column.
 - (b) Unit rates shall be deemed to include for materials and labour, supply and fix, supplying and bringing etc and all the connected works required for carrying out the work as mentioned in Sch 'A' (BOQ) unless otherwise mentioned in Sch 'A' (BOQ).
 - (c) The unit rate(s) quoted shall be deemed to be inclusive of all types of Taxes, EPF subscription and other statutory levies payable under the respective statues including GST, Labour Welfare Tax etc. as applicable.
 - (d) Tenderers attention is invited to deduction of Labour Welfare Cess at sources @ 1% of construction cost and services of gardener as enforced by Govt of Assam and Arunachal Pradesh under building and other construction workers Act 1996 and building and other construction workers welfare cess act 1996. This shall deemed to be included in rates quoted by the contractor.
4. **TAXES, DUTIES & LEVIES ETC. (REFER SPECIAL CONDITION FOR REIMBURSEMENT / REFUND ON VARIATION IN TAXES DIRECTLY RELATED TO CONTRACT VALUE)**
 - (a) It is pertinent to mention that contractor's quoted rates shall be deemed to include for all statutory levies, duties, taxes including GST, labour welfare cess / tax etc. as prevailing on the last date of bid submission. It may be noted that **conditional tender** on this aspect and / on any other account will not be considered and **shall be liable to be REJECTED**.
 - (b) Certain taxes such as central excise duty, service tax, additional custom duty, state level value added tax, octroi and other levies which were applicable on interstate transportation of goods are subsumed by GST, thus special condition as here-in-after for reimbursement/refund on variation in prices in taxes directly related to contract value of tender shall be deemed to be amended incorporating GST in lieu of taxes mentioned in the condition but subsumed by GST.
5. The total amount in column 6 is not firm but will be treated as contract sum as referred to in IAFW-2249. The rates in column 5 of BOQ in MES portal www.defproc.gov.in are to be filled by the tenderer. The tenderer shall fill rate in figure only and rate in words shall be generated by portal system automatically.
6. The quantities shown in column 3 are approximate and are inserted for guidance only. These shall, however, not be varied beyond the limit laid down in Condition 7 of IAFW-2249 (General Condition of Contracts).
7. Method of measurement of all works shall be as described in MES Schedule, unless otherwise specified in these documents.

SCHEDULE 'A' NOTES (CONTD...)

8. Unit rate quoted by the contractor against respective items of Schedule 'A' shall be deemed to allow for all minor constructional details which are not specifically, or given in the particular specifications or mentioned in the description of item in Sch 'A' but are essential for the execution of work in a workman like manner and sound engineering practice. In case of difference of opinion between the contractor and the Accepting Officer, as to whether or not certain item of work constitutes "Minor Construction Details" which are deemed to have been included in the contractor's quoted unit rate, the decision of the Accepting Officer shall be final, conclusive and binding.
9. **PERIOD OF COMPLETION.** The entire work covered under this contract shall be completed in two phases.
- (a) Phase I comprising of all items except item No 03 of BOQ – 01 Month.
- (b) Phase II comprising of item No 03 of BOQ – 12 months from the certified date of completion of phase I work.
10. **PERFORMANCE SECURITY** :- Performance Security @ 5% of contract sum to be furnished by bidder within 30 days of acceptance of contract and same will be refunded to the bidder after payment of final bill and submission of no demand certificate (IAFW-451) as per condition 68 of IAFW-2249. If the Performance Security is not deposited within 30 days of acceptance of tender, the same shall be recovered from first RAR.
11. Bidders to plan seeding of grass as specified in BOQ as per botanical requirements of grass keeping in mind prevalent climatic conditions of Tawang and other factors. Necessary seeding and further maintenance instructions of the grass shall be obtained by the bidders from the Govt run Nursery and accordingly seeding process shall be commenced. In case specified grass does not survive or shows poor growth due to not following the botanical requirements, the entire grass shall be removed by the bidder and seeding process shall be commenced again to the full satisfaction of PM. Nothing extra shall be payable to the contractor on this account.
12. **MODE OF PAYMENT OF WAGES TO THE GARDENER (MALI)**
- (a) Wages will be paid to each employee through e-payment/account payable cheque by the contractor and transaction details shall be provided to the department on monthly basis.
- (b) The payment will be made into AADHAR linked bank account of employees /gardener by the contractor. No payment of contractor will be made, unless proof of payment of wages through AADHAR linked bank account is submitted by the contractor.
- (c) Submission of proof of crediting the wages in the bank account/payment made to the employees by the contractors, shall be a pre-requisite to enable the contract executing authority to release subsequent payments to contractors. The registered contractor shall also provide the details of employees EPF and ESI account number to claim the payment and the contract executing authority will ensure verification of the same from time to time.
- (d) Submission of proof of crediting the wages in the bank account/payment made to the employees by the contractors, shall be a pre-requisite to enable the contract executing authority to release subsequent payments to contractors. The registered contractor shall also provide the details of employees EPF and ESI account number to claim the payment and the contract executing authority will ensure verification of the same from time to time.

SCHEDULE 'A' NOTES (CONTD...)**13. MINIMUM WAGES ACTS 1948 AND FAIR WAGES**

The contractor shall pay not less than the 'fair wage' as defined below or the minimum wage fixed under the Minimum Wages Act, whichever is higher to labourers engaged by him on the work. The contractor shall not pay wages lower than minimum wages for labour as fixed by the Government of India/State Government/Union Territory, whichever is higher. The contractor shall, notwithstanding the provisions of any contract to the contrary, has to pay 'fair wage' or minimum wage fixed under the minimum wages Act, whichever is higher to labourers directly/indirectly engaged on the work.

14. Location :- The work under this contract shall be executed under entire area of Tawang ALG as directed by the PM.
15. **PENAL RECOVERY/PENALTY** :- In case of non deployment of any Gardener (Mali) on any day during currency of the contract period as defined under Phase II, a penal recovery per gardener (Mali) per day of absence shall be made from the contractor's payment calculated as under :-
- (a) "Two times of minimum fair wages, approved by the competent labour authority i.e. Centre/State whichever is higher, as on last date of submission of tender shall be deducted for the period of absence in days. For the purpose of identifying the absence in days for the gardener, the attendance register only will be taken into consideration and all other claim/appeals/evidence of presence of contractor's gardener will be set aside."
- (b) "Half of the minimum fair wages approved by the competent labour authority i.e. Centre/State whichever is higher, as on last date of submission of tender shall be deducted for poor performance and misconduct etc of contractor's employee. Decision of PM will be conclusive and binding.
16. In case gardener resigns the job or takes leave due to any reasons, the Contractor shall always keep one gardener ready as relief without any extra cost to the department.
17. All tools and plants including manures/fertilizers required for the maintenance of executed work during Phase II period shall be arranged by the contractor and cost of any such amount shall be deemed to be included in his unit rates. Nothing extra shall be payable on this account.
18. In pursuance of section 10(1) of the contract labour (Regulation & Abolition) Act 1970, it will be ensured by the contractor that the nature of work under taken by the personnel employed through contract is not of perennial nature and same tradesman is not employed continuously for the same nature of work to avoid any litigation at a later stage.
19. The persons deployed by the agency (Contractor) for the gardening during Phase II period shall not have claims of master and Servant relationship nor have any Principal and Agent relationship with or against the Department.
20. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to gardener deployed. The Department shall in no way be responsible for settlement of such issues whatsoever.

SCHEDULE 'A' NOTES (CONTD...)

21. The department shall not be responsible for any damages, losses, claims or financial or other injury to any person employed by the contractor in the course of their performing the duties or for payment towards any compensation. The contractor shall be responsible for settling all claims or compensations etc as fixed by the competent authority.
22. The persons employed by the contractor shall not have any claim or be entitled to pay and perks and other facilities admissible to casual, ad-hoc, regular /confirmed employees of the Department during the currency or after expiry of the contract.
23. In case of termination of contract on its expiry or otherwise, the persons deployed by the service providing agency (contractor) 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.
24. **GUARANTEE** : The contractor shall give a written guarantee for the specified grass as mentioned in BOQ for 12 months after the certified date of completion of Phase I. During this guarantee period if some patch of grass or whole grass found dead due to any reason, the dead grass will be removed by the contractor and disposed off where directed. The new grass seeding will be undertaken after the soil treatment of affected area to the entire satisfaction of PM/GE. Nothing extra on this account shall be payable to the contractor.
25. **Jurisdiction of Courts** : Court of the place from where tender/bid has been issued/uploaded i.e. Dibrugarh shall only have jurisdiction to decide any dispute of or in respect of this tender/bid. After acceptance of tender/bid Condition 72 of IAFW-2249(GCC) shall be applicable.

SIGNATURE OF CONTRACTOR

DATED : _____

**DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER**

SCHEDULE 'A'

Refer item Nos 1 to 3 of BOQ

SIGNATURE OF CONTRACTOR
DATED : _____

DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER

SCHEDULE 'B'**ISSUE OF MATERIALS TO THE CONTRACTOR**
(SEE CONDITION 10 OF IAFW-2249)

Ser No	Particular	Rate at which stores will be issued to the Contractor		Place of issue of stores (By name)	Remarks
		Unit	Rate (Rs)		
1	2	3	4	5	6

-----NIL-----

SIGNATURE OF CONTRACTOR
DATED : _____DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER**SCHEDULE 'C'****LIST OF TOOLS AND PLANTS (OTHER THAN TRANSPORT)**
WHICH WILL BE HIRED TO THE CONTRACTOR

(See Condition 15, 34 and 35 of IAFW-2249)

Sl No	Quantity	Particulars	Details of MES crew supplied	Hire charges per unit per working day	Stand by charges per unit per off day	Place of issue (by name)	Remarks
1	2	3	4	5	6	7	8

- NIL -

SIGNATURE OF CONTRACTOR
DATED : _____DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER**SCHEDULE 'D'****(TRANSPORT TO BE HIRED TO THE CONTRACTOR)**
(See Conditions 16 and 35 of IAFW-2249)

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

- NIL -

SIGNATURE OF CONTRACTOR
DATED : _____DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER

(In lieu of IAFW-1779 A, (REVISED- 1955)**TENDER**

To

The President of India

Having examined and perused the following documents:-

1. Specification signed by the DY DIRECTOR (CONTRACTS)
2. Drawing details in the specifications.
3. Schedule 'A', 'B', 'C' and 'D' attached hereto.
4. MES Standard Schedule of Rates-2009, Part-I (Specification) and MES Standard Schedule of Rates Part-II, 2010 (Rates) (herein after referred to as the MES Schedule) together with amendment **1 to 3** for Standard Schedule of Rates Part-I, and errata/ amendment No **01 to 59** for Standard Schedule of Rates Part-II.
5. General condition of contracts, IAFW-2249, (1989 prints) together with Errata No **1 to 20** and Amendments **1 to 40**.
6. Water :- Condition 31 of IAFW-2249 (General Conditions of Contracts) : Water will be supplied by the MES @ Rs. 5.00 for every Rs.1000 worth of work done priced at contract rate.
7. Should this tender be accepted, I/We agree

** (a) That the sum of Rs _____ (Rupees _____

_____ only) forwarded as Earnest Money shall either be retained as part of security deposit or be refunded by the Government on receipt of the appropriate amount of security deposit, as per condition 22 of IAFW-2249.

(b) To execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in General Summary below or at such other rates as may be fixed under the provision of condition 62 of IAFW- 2249 upto a maximum of 20% (TWENTY PERCENTAGE) and further agree to refer all disputes, as required by Condition 70 of IAFW-2249 to the Sole Arbitration of a Serving Officer having degree in Engineering or equivalent or having passed final /direct final examination of sub-division II of the Institution of Surveyors(India) recognised by the Govt. of India to be appointed by the Engineer-in-Chief or in his absence the officer officiating as Engineer-in-Chief or Director General of Works if specially delegated in writing by the Engineer-in-Chief, Army Headquarters New Delhi whose decision shall be final, conclusive and binding.

** To be deleted where NOT applicable

Contd/-

(In lieu of IAFW-1779 A, (REVISED- 1955))

TENDER (CONTD.....)

Signature in the capacity of
duly authorised to sign the tender documents for and on behalf of M/S
.....(IN BLOCK CAPITAL LETTERS)

Witness: - Date :
.....

Address :- Postal Address :-
.....
.....

Telegraphic Address :

Telephone Number :

ACCEPTANCE

.....alterations 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 Contractor and Shri _____

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

The above tender is accepted by me on behalf of the President of India at the item rates contained in Schedule `A' for the Contract Sum of Rs.
(Rupees.....)
.....) on the day of2018

Dated thisday of2018

Signature

(GURDYAL SINGH)
BRIG
CCE (NEP) AF CHABUA
ACCEPTING OFFICER

(FOR AND ON BEHALF OF THE PRESIDENT OF INDIA)

GENERAL CONDITIONS OF CONTRACTS (IAFW-2249-1989 PRINT)

FOR

ITEM RATE CONTRACTS (IAFW-1779A)

A copy of the General Conditions of Contracts (IAFW-2249-1989 print) with errata 1 to 20 and amendments No 1 to 40 has been supplied to me/us and is in my/our possession. I/we have read and understood the provisions contained in the aforesaid General Conditions of Contracts before submission of this tender and I/we agree that I/we shall abide by the terms and conditions thereof, as modified, if any, else where in these tender documents.

It is hereby further agreed and declared by me/us that the General Conditions of Contracts (IAFW-2249-1989 print) including Condition 70 thereof pertaining to settlement of disputes by arbitration, containing 33 pages (serial page Nos 22 to 54) with errata 1 to 20 and amendments No 1 to 40 containing 17 pages (serial page No 55 to 71) form part of these tender documents.

It is also agreed by me/us that in case of any discrepancy in the interpretation of the contents between English and Hindi version, English version will take precedence over Hindi version.

**DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER**

**SIGNATURE OF CONTRACTOR
DATED : _____**

SCHEDULE OF MINIMUM FAIR WAGES

1. It is hereby agreed that the 'Schedule of Minimum Fair Wages' as published vide Govt of India/State Govt/local authorities which is highest and which specifies minimum rates of wages for various categories of workman as applicable on the last due date of receipt of this tender and shall form part of this tender documents. The minimum rates of wages shall consist of all-inclusive rates and include also the wages for weekly day of rest.

2. My/our signature here under accounts to my/our having read and understood the provisions contained therein and I/We agree that I/We shall abide by the same and that aforesaid documents form part of this tender.

**DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER**

**SIGNATURE OF CONTRACTOR
DATED : _____**

SPECIAL CONDITIONS AND REQUIREMENTS1. **GENERAL**

The following special conditions shall be read in conjunction with General Conditions of Contracts, IAFW-2249 including amendments and errata thereto and IAFW-2159 (Revised 1947)/IAFW-1779A (Revised) including all amendments and errata thereto. Any provision in these special conditions, if at variance with the provisions in the above-mentioned documents, shall take precedence thereover.

2. **INSPECTION OF SITE**

Refer paras 8.6, 11 & 12 of Notice of Tender (IAFW-2162) and Condition 4 of IAFW-2249. The tenderer shall be deemed to have satisfied himself before submitting his tender as to the nature of the ground and sub-soil (so far as it is practicable), climatic conditions, the form and nature of the site, nature of work and the manner of access to the site, the accommodation he may require. In general the tenderer shall be deemed to have himself obtained all necessary information on inspection of sites as to risks, contingencies and other circumstances which may influence or affect his tender. No extra payment consequent on any mistake or misunderstanding or otherwise on this account shall be allowed.

3. **AVAILABILITY OF LAND FOR STORAGE OF MATERIALS (ACCOMMODATION FOR LABOUR ETC)**

Delete the following in para 1 of Condition 24 of IAFW-2249, General Conditions of Contracts: "In the event of the areas of land.....allotted to him" and the following shall be read in conjunction with condition 24 of IAFW-2249.

No land shall be allotted to the contractor for construction of huts for accommodation of labour/storage of material etc.

4. **CONDITIONS OF WORKING**

4.1 The work lies in 'RESTRICTED AREA' The contractor and his workmen shall observe all the rules promulgated from time to time by the authority controlling the area VIZ prohibition of smoking lighting and fire precaution, search of workmen / agents and transport on entry and exit and keeping to specified routes and working hours restrictions.

4.2 The contractor his agent (s) / representative workmen etc and his materials carts, trucks or their means of transports etc, will be allowed to entire through and leave only from such gate and at such times as the PM/Engr-in-Charge or authorities in charge of the Restricted Areas may at their sole discretion permit to be used. The contractor'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.

CONTD...

SPECIAL CONDITIONS AND REQUIREMENTS (CONTD...)

- 4.3 The contractor, his agent(s) and representative are required individually to be in possession of identity card or pass duly verified by the PM/ Engr-in-Charge or authorities in charge of the Restricted Areas. The security staff will examine the identity card or pass at the time of entry into or exit from the restricted Area. Every workmen shall be in possession of an identity card which shall be issued after a thorough investigation of the antecedents of the labour employed by the contractor and attested by Engineer-in-Charge in accordance with the Standing rules and origination of the unit. Contractor shall be responsible for the conduct and action of his workmen against on representative. Passes shall be returned at any time on demand by Engineer-in-Charge and in any case on completion of work.
5. **CONTRACTOR'S REPRESENTATIVES AND WORKMEN**
Refer condition 25 of IAFW-2249. The contractor shall employ only Indian Nationals as his representatives, servants and workmen and verify their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with works. If for reasons of technical collaboration, or other consideration, the employment of any foreign national is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his tender.
6. **SECURITY OF CLASSIFIED DOCUMENTS**
Contractor's special attention is drawn to condition 2-A and 3 of IAFW-2249 (General Conditions of Contracts). The contractors shall not communicate any classified information regarding the work either to subcontractors or others without prior approval of the Engineer-in-Charge. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of the work and shall return all documents on completion of the works or earlier on determination of the contract. The contractor shall alongwith the final bill, attach a receipt of his having returned the classified documents as per condition 3 of IAFW-2249 (General Conditions of Contracts).
7. **OFFICIAL SECRETS ACT**
The contractor shall be bound by the official secret Act 1923.
8. **SECURITY AND PASSES.**
- 8.1 Contractor's attention is invited to condition 25 of IAFW-2249. He shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand by the Engineer-in-Charge, submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge as to the bonafides of such people.
- 8.2 The Engineer-in-Charge shall at his discretion, have the right to issue passes as per rules and regulations of the installation area in force to control the admission of the contractor, his agents employees and work people to the site of the work or any parts thereof. Passes should be returned at any time on demand by the Engineer-in-Charge or the authorities concerned and in any case on completion of work.

CONTD...

SPECIAL CONDITIONS AND REQUIREMENTS (CONTD...)

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

9. MINIMUM WAGES PAYABLE

9.1 Refer Condition 58 of IAFW-2249. The contractor shall not pay wages lower than minimum wages for labour as fixed by the Government of India/State Govt whichever is higher.

9.2 The fair wage referred to in condition 58 of IAFW-2249 will be deemed to be the same as the minimum wages payable as referred to above.

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

10. CO-OPERATION WITH OTHER AGENCIES AT SITE OF WORK

The contractor shall permit free access and generally afford facilities and usual convenience to their agency of departmental workmen to carryout work if any, under separate arrangements. The contractor shall not be allowed any extra payment on this account.

11. QUARRIES

Quarries are not available on land which is in the charge of the MES authorities, condition 14 of IAFW-2249 shall thus be treated as deleted.

12. WATER :- Water will be supplied by the MES @ Rs. 5.00 for every Rs.1000 worth of work done priced at contract rate.

13. SUPPLY OF ELECTRICITY :- No electricity shall be supplied by the MES.

14. VALIDITY OF TENDER

The tenders shall remain open for acceptance for a period of 60 days (Sixty days) from the bid submission end date.

15. RETENTION MONEY/COMPENSATION FOR DELAY

Reference :- Condition 64 of IAFW-2249 (Advance on account) and Condition 50 of IAFW-2249 (Compensation for delay).

For the purpose of calculating retention money under condition 64 of IAFW-2249 and compensation for delay in completion of work under condition 50 of IAFW-2249, the value of Contract as revised by above mentioned condition under modified condition in 63 of IAFW-2249 shall be taken into account.

CONTD...

SPECIAL CONDITIONS AND REQUIREMENTS (CONTD...)**16. DAMAGE TO EXISTING STRUCTURE/BUILDING**

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

17. ADJUSTMENT OF TAX CONSEQUENT UPON 46th AMENDMENT TO CONSTITUTION

Tendered rates are inclusive of all taxes and levies payable under the respective states. However, pursuant to the constitution (Forty Sixth Amendment) Act 1982, if any further tax or levies is imposed by the state, after the last due for receipt of tenders, and the contractor through necessarily and properly pays such tax, the contractor shall be re-imbursed the amount so paid provided such payment if any, is not in the opinion of CCE (Whose decision shall be final and binding) attributable to delay in execution of work within the control of the Contractor.

The contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Government, and further shall, at the request of the PM furnish, verified in such manner as the PM may require, any document so kept and such other information as the PM may require.

The contractor shall within a reasonable time of his becoming aware of imposition of any further tax or levy, pursuant to the constitution (Forty Sixth Amendment) Act 1982, give written notice thereof to the PM that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply.

18. **CLEANING DOWN.** Refer condition 49 of IAFW-2249. The contractor shall clean all floors, remove cement, lime or paint drops, clean joinery, glass panels etc. Touch up all paint work and carry out all necessary items of work in connection there with and have the whole premises. Clean and tidy to the entire satisfaction of Engineer-in-Charge before handing over the items/works. No extra payment shall be admissible to the contractor for this operation.

19. **WORKING ON HOLIDAYS.** The contractors shall not carry out any work on gazetted holidays, weekly holidays and other non working days except when he is specially directed by the Engineer-in-Charge. The PM may at his sole discretion declare any day as holidays and non working day without assigning any reasons for such declaration.

CONTD...

SPECIAL CONDITIONS AND REQUIREMENTS (CONTD...)**20. REIMBURSEMENT/REFUND ON VARIATION IN “TAXES DIRECTLY RELATED TO CONTRACT VALUE”**

(a) The rates quoted by the Contractor shall be deemed to be inclusive of all taxes viz GST, Duties, Royalties, Labour Welfare Cess / Tax & other levies payable under the respective Statutes. No re-imburement/refund for variation in rates of taxes, duties, Royalties & other levies, and/or imposition/abolition of any new/existing taxes, Duties Royalties & other levies shall be made except as provided in sub para (b) here-in-after.

(b) (i) The taxes which are levied by Government at certain percentage rates of Contract Sum/Amount shall be termed as “taxes directly related to Contract value” such as GST, Labour Welfare Cess/tax and like as applicable 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 date of bid submission. Any increase in percentage rates of “Taxes directly related to Contract value” with reference to prevailing rates on last due date of bid submission shall be reimbursed to the Contractor and any decrease in percentage rates of “taxes directly related to Contract value” with reference to prevailing rates on last due date of bid submission shall be refunded by the Contractor to the Government/deducted by the Government from any payments due to the Contractor. Similarly imposition of any new “taxes directly related to Contract value” after the last due date of bid submission shall be reimbursed to the Contractor and abolition of any “taxes directly related to contract value” prevailing on last due date of bid submission shall be refunded by the Contractor to the Government/deducted by the Government from the payments due to the Contractor.

(ii) The contractor 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/PM stating that the same is given pursuant to this Special Condition together with all information relating therein which he may be in a position to supply. The Contractor shall also submit the other documentary proof/information as the GE/PM may require.

(iii) The Contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Government, and shall further, at the request of the GE/PM furnish, verified in such a manner as the GE/PM may require, any documents so kept and such other information as the GE/PM may require.

(iv) Reimbursement for increase in percentage rates/imposition of “taxes directly related to Contract value” shall be made only if the Contractor necessarily & properly pays additional “taxes directly related to Contract value” to the Government, without getting the same adjusted against any other tax liability or without getting the same refunded from the concerned Government Authority and submits documentary proof for the same as the GE/PM may require”.

SIGNATURE OF CONTRACTOR
DATED : _____

DY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER

PARTICULAR SPECIFICATIONS**1. GENERAL****1.1 ARBORICULTURE AND LANDSCAPING**

1.1.1 The work shall be carried out as per the guidelines given in Group I, Part-10 of National Building Code of India 2005.

1.1.2 Arboricultural operations shall be started on levelled and dressed ground to required formation levels and slopes, all as specified in Sch 'A'.

2. SCOPE OF WORK

2.1 The Scope of work includes all arboriculture operations and services all as specified in Schedule 'A'.

3. METHODOLOGY OF WORK SEQUENCE – PHASE I

3.1 Before commencement of work, the surface shall be cleaned off all the pebbles, debris, unwanted and inorganic materials.

3.2 The surface shall be ploughed to a depth of 150mm with the resources and methods as directed by the PM and soil shall be loosen and unwanted vegetation shall be disposed off at a place as directed by the PM.

3.3 Good quality manure preferably procured from cow dung shall be transported to work site and will be loosen manually to bring it in a form suitable for mixing with ploughed earth with no lumps of manure.

3.4 Manure shall be rotted and free from harmful chemicals and other substances which may affect plant life. Manure shall be free from weeds, straw leaves or inorganic materials.

3.5 Best quality seeds of Himalayan Rush and Bhutan Rush grass shall be procured from the Govt nursery or vendors as approved by the PM and purchase Invoices shall be defaced by all concerned. Purchase Invoices shall be recorded in MB as "NOT TO BE ABSTRACTED".

3.6 Seeding of Himalayan Rush and Bhutan Rush grass shall be commenced in controlled climatic conditions and environment suitable for the specific species of grass. Requirements for seeding in suitable atmospheric conditions shall be jointly obtained from the Govt nursery by the Contractor and department.

3.7 Land which is to be landscaped /developed shall be protected with a 1200 mm high bamboo stick barricading to prevent cattle menace. Unit rates are deemed to be inclusive of this provisions and nothing extra on this account shall be payable.

4 MEASUREMENTS : Length and breadth of the lawn grass shall be measured correct to 0.1 metre and the area shall be calculated in square metre correct to two places of decimal.

PARTICULAR SPECIFICATIONS (CONTD...)**5. MAINTENANCE UNDER PHASE II**

- 5.1 The contractor shall be responsible for watering, providing manure/fertilizers and maintenance of plants/grass/sharbs and the lawn for **Twelve Months** from certified date of completion of Phase I work (called as maintenance period) by employing one gardener/day and their presence shall be monitored by Engineer-in-Charge by recording daily presence in attendance register. In case of absence of gardener a panel recovery shall be made from the contractor as per Schedule 'A' Note 32 (a) & (b). The total penalty amount thus calculated will be recovered from the payments due to the contractor.
- 5.2 During the maintenance period the contractor shall be responsible for replacement of dead grass, watering, weeding, cultivating, control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide, grass cutting by machine, and other horticulture operations necessary for the proper growth of the grass and for keeping the landscaped area neat and aesthetic in appearance. The following operation shall be carried out by the gardener employed by the contractor without any extra cost during the maintenance period. Contractor is expected to be fully conversant with the works carried out during maintenance period and quote his unit rates under respective items of BOQ accordingly.

SL NO.	OPERATION	MAXIMUM FREQUENCY
1	Watering	Watering will be done in landscaped area on alternate days or as directed by the PM/GE.
2	Weeding	As and when required or at an interval of 4 days as directed by PM/GE.
3	Edging	Monthly
4	Fertilizing	Fortnightly or as directed by PM/GE
5	Taking out unwanted vegetation	On every 5 th day or as directed by PM/GE
6	Control of pest by applying appropriate insecticides	Weekly or as directed by PM/GE
7	Control of disease by applying appropriate fungicides.	Weekly or as directed by PM/GE
8	Trimming shrubs/ Carpet grass	Fortnightly or as directed by PM/GE.

6. **MAKING GOODS DAMAGES** : Any damages to the MES property during execution of the work shall be made good by the contractor at his own cost.
7. **GUARANTEE** : The contractor shall give a written guarantee for the specified grass as mentioned in BOQ for 12 months after the certified date of completion of Phase I. During this guarantee period if some patch of grass or whole grass found dead due to any reason, the dead grass will be removed by the contractor and disposed off where directed. The new grass seeding will be undertaken after the soil treatment of affected area to the entire satisfaction of PM/GE. Nothing extra on this account shall be paid to the contractor.

SIGNATURE OF CONTRACTOR
DATED : _____

BY DIRECTOR (CONTRACTS)
FOR ACCEPTING OFFICER