REPAIR OR REPLACEMENT OF EXTERNAL GI CI DI PPR PIPELINE AND REPAIR OR CLEANING OF UG SUMP, PS TANK, SWT AND ALLIED WORKS AND REPAIR/REPLACEMENT OF FRESH WATER DISTRIBUTION PIPE LINE, CLEANING OF OVERHEAD SERVICE TANKS AND ALLIED WORKS AT 509 SU, AT AF STATION LAITKOR PEAK UNDER GE (I) (AF) SHILLONG

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Signature of contractor Dated :

AGE (Contracts)
For Accepting Officer

 Garrison Engineer (I) (AF) Elephant Fall Camp PO - Nonglyer Shillong-793009

8026/24/06/E8

07 Oct 2024

Shri / M/s			

REPAIR OR REPLACEMENT OF EXTERNAL GI CI DI PPR PIPELINE AND REPAIR OR CLEANING OF UG SUMP, PS TANK, SWT AND ALLIED WORKS AND REPAIR/REPLACEMENT OF FRESH WATER DISTRIBUTION PIPE LINE, CLEANING OF OVERHEAD SERVICE TANKS AND ALLIED WORKS AT 509 SU, AT AF STATION LAITKOR PEAK UNDER GE (I) (AF) SHILLONG

Dear Sir (s),

- 1. Tender documents in respect of above work are uploaded on the site <a href="www.defproc.gov.in.">www.defproc.gov.in.</a> The tender is based on single stage two cover/two stage three cover e-tendering system. The contents of Cover I & Cover II are specified in NOTICE OF TENDER.
- 2. Bids will be received online by ACCEPTING OFFICER upto the date and time mentioned in the **NOTICE INVITING TENDER (NIT)**. No tender/bid will be received in physical form and any tender/bid received in such manner will be treated as non bona fide.
- 3. Bid will be opened on line on a due date fixed for opening as per critical dates given in the portal. Cover 1 will be opened first. Tenderers may see the result of the opening of Cover 1 on the tender portal. Date of opening of Cover 2 shall be decided after technical evaluation of Cover 1 keeping in view the various eligibility criteria given in the NIT and the same will be intimated to the tenderers while uploading the technical evaluation on the tender portal.
- 4. Your attention is also drawn to instruction on filling and submission of tender attached herewith. You may forward your points on tender documents through e-mail and/or depute your technical representative for discussion on tender/drawings and to clarify doubts, if any, before the bid submission starts. You are requested not to write piece meal points and forward your points duly consolidated in one go. You may also attend the pre bid meeting on the date given in the tender.
- 5. Unenlisted contractors 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) and tender fee on procurement portal mentioned above and submit the physical documents in the office of **GE (I) (AF) Shillong** within time limit specified in NIT. Inadequacy /deficiency of documents shall make the bid liable for rejection resulting in disqualification for opening of finance bid.
- 6. Enlisted contractors 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 **GE (I) (AF) Shillong** before date & time fixed for this purpose.
- 7. The contractor must ensure that the tender/bid is uploaded on the tender portal using the authorised DSC in time as the Accepting Officer will take no cognizance of any quotations/offer received in any other electronic or physical form like email/fax/by hand/through post from tenderer/bidder.
- 8. Keeping in view delays due to system failure or other communication related failures, it is suggested that tender/bid may be uploaded sufficiently in advance of the last due date and time fixed on the portal.

Contd.....

9. General Conditions of Contracts (IAFW-2249) (1989 Print) and errata and amendments thereto, Schedule of Minimum Fair Wages and MES SSR (Part-I and Part-II) are not enclosed with these documents. These are available for perusal in the Office of **GE (I) (AF) Shillong**. Tenderer is also requested to keep the copy of these documents with him as same are available in the market.

### 10. **PERFORMANCE SECURITY DEPOSIT**

After acceptance of the Tender, the contractor will be required to lodge with the Accepting Officer PERFORMANCE SECURITY DEPOSIT @ 5% of contract amount. The amount is required to be lodged within 28 (Twenty eight) days of the receipt by the contractor of notification of acceptance of tender/bid, failing which action as stipulated in Condition 19 of GCC shall be taken.

11. ANY TENDERER, WHICH PROPOSES ALTERATIONS TO ANY OF THE CONDITIONS, SPECIFICATIONS LAID DOWN IN THE TENDER DOCUMENTS OR ANY NEW CONDITION, WHATSOEVER, IS LIABLE TO BE REJECTED.

Yours faithfully,

Encls : (As above)

AGE (Contracts)
For Accepting Officer

Signature of Contractor

Dated:

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

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

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

- (a) Deposit at Call Receipt from a Scheduled Bank in favour of **GE (I) (AF) Shillong**.
- (b) Receipted Treasury Challan, the amount being credited to the Revenue Deposit of **GE (I) (AF) Shillong.**

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

<u>NOTES</u>: Earnest Money Deposit (EMD) in the form of cheque/Bank Guarantee etc will not be accepted. Non-Submission of Earnest Money Deposit (EMD) (scanned copy alongwith Technical Bid & hard copy before the date & time fixed for opening of BOQ) will render the bid disqualified for opening of Cover -II (finance bid).

### 2. **GENERAL INSTRUCTIONS FOR COMPLIANCE**

- 2.1 The bids received only in the electronic form will be considered. All bids shall be submitted on defproc.gov.in portal. Documents should be scanned and forwarded in 'pdf' format and 'xls' form as indicated. Bids 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 date email/fax/by hand/through post will be considered.
- 2.2 The bid shall be DIGITALLY signed using authorised DSC. All pages of tender documents, drawings, corrections/alterations shall be signed/initialed by the lowest bidder after acceptance of tender for making original and CTC of the contract.
- 2.3 Digital signatory of the bid/tender shall ensure that he is competent to bind the contractor (through partnership deed, general power of attorney or Memorandum and Article of Association of the Company) in all the matters pertaining to the contract with Union of India including arbitration clause. A scanned copy of the documents in confirmation of such authority shall be attached with the tender/bid in 'pdf' form in Cover 1. It shall be ensured that power of attorney shall be executed in accordance with the constitution of the company as laid down in its Memorandum & Article of Association.
- 2.4 Drawings, if issued in physical form, must be returned duly initialled by the tenderer/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 initialled. The Contractor shall initial every page of tender and shall sign all drawings forming part of the tender. Any tender/bid, which proposes alterations to any of the conditions whatsoever, is liable to be rejected.

### INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER

### 3. **BOQ**:-

- 3.1 The tenderer shall quote his rates on the BOQ EXCEL FILE only as per guide line of e-procure web portal. No alteration to the format will be accepted and such bid will be disqualified.
- 3.2 In case any tenderer wishes to revise/modify the rates quoted in the BOQ file, he can do so only in the BOQ files before uploading the tender through <a href="https://defproc.gov.in">https://defproc.gov.in</a> site only before closing date & time.
- 3.3 After the uploading of tender, Department may upload the errata/ amendment through corrigendum. The tenderer/bidder should submit their offer considering the errata/amendment carried out through corrigendum issued from time to time.
- 3.4 While uploading the bid, the tenderers/bidders should specifically check whether any **revised BOQ** has been uploaded by department through corrigendum prior to **Bid submission start date**. Tenderers/bidders attention is specifically drawn to the fact that they should submit their offer on revised BOQ only. In case any tenderer/bidder submits offer on pre-revised BOQ in lieu of Revised BOQ, **it will be considered as a willful negligence by the tenderer/bidder and quotation shall be considered non-bonafide**.
- 4 Tenders/bidders who uploaded their priced tenders/bids and are desirous of being present at the time of opening of the tenders/bids, may do so at the appointed time.
- 5. Hard copies of all above documents shall be sent by the contractor to the Tender issuing authority well in advance to be received before the date & time fixed for the same.
- 6. The contractor shall employ Indian Nationals after verifying their antecedents and loyalty. Attention is also drawn to relevant provisions in Special Condition referred here-in-after and also Conditions 24 & 25 of IAFW-2249 (General Conditions of Contract).

Signature of Contractor

AGE (Contracts)
For Accepting Officer

Dated:

### **MILITARY ENGINEER SERVICES**

### **NOTICE OF TENDER**

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 costs more or less, a tenderer/bidder will have no claim on that account.
- 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. Contractors whose names are on the MES approved list and within whose financial category the estimated amount would fall and unenlisted contractors may submit tender/bid subject to other criteria mentioned in Appendix A. However in case of term contracts, enlisted contractors of Class SS to E may submit tender. Not more than one tender shall be submitted/uploaded by one contractor/ firm. 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. Two firms shall be deemed to have business dealing if any of the partners/proprietor/director is common among both of them. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
- 5. The office of The **GE (I) (AF) Shillong** will be the Accepting Officer here in after referred to as such for purpose of the contract.
- 6. Not more than one tender/bid shall be submitted/uploaded by one bidder firm. 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 tender as separate competitors. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
- 7. The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the contractor on or before the date & time mentioned in **NIT**. A scanned copy of DD with enlistment details and other documents as specified in Appendix A shall be uploaded as Cover-1 (Technical bid) of the tender on e-tendering portal. DD is refundable in case the contractor is not considered eligible in technical evaluation of Cover 1 resulting in non-opening of Cover1. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD including revalidation of DDs and shall not have any claim from Government whatsoever on this account.
- 8. Tender form and conditions of contract and other necessary documents shall be available on website defproc.gov.in for download and shall form part of contract agreement in case the tender/bid is accepted.
- 9. In case of MES enlisted contractor who has not executed the Standing Security Bond and un enlisted contractor, the Cover-I shall be accompanied by Earnest Money for the amount mentioned in Appendix 'A' in the form of deposit at call receipt in favour of **GE (I) (AF) Shillong** (see Appendix 'A') by a Scheduled Bank or in received treasury Challan the amount being credited to the revenue deposit of the concerned **GE (I) (AF) Shillong** (see Appendix 'A'). The **GE (I) (AF) Shillong** will return the Earnest Money, wherever applicable, to all unsuccessful tenderers/bidders by endorsing an authority on the deposit at call receipt for it's refund, on receipt of intimation from the Accepting Officer to do that.
- 10. In case of successful contractor ie the lowest contractor having submitted EMD, he shall have the option of converting the EMD instrument into part of the Performance Security to be deposited by him within 28 days from the receipt of intimation of acceptance of tender from Accepting Officer.

### **APPX 'A' TO NOTICE OF INVITING TENDER (NIT)**

- 11. Sample of materials and stores to be supplied by the contractor will also be available for inspection by the bidder at the office of concerned **GE (I) (AF) Shillong** during working hours. The bidder is advised to visit the site of work by making prior appointment with **GE (I) (AF) Shillong**, who is the Executing Agency of the work (see Appendix 'A'). The bidder shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.
- 12. Any bid which proposes any alteration to any of the conditions laid down or proposes any other new condition whatsoever, is liable to be rejected.
- 13. The uploading of bid by a bidder implies that bidder has read this notice and the conditions of contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores (as applicable) etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
- 14. The bidder must be in possession of a copy of the MES Schedule (SSR) (Part-I & Part-II of latest edition) including amendments and errata thereto.
- 15. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
- 16. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking/Small & Medium Enterprises (SMEs), giving a price preference/purchase 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 for such tenderer/bidder whose tender/bid is rejected.
- 17. The **Notice Inviting Tender (NIT)** including Appendix 'A' and Annexures thereto, if any, shall form part of the contract agreement.

(Signature of Contractor)	(D Bhattacharjee)
,	AE (QS&C)
Dated :	AGÈ (Contract)
	For Accepting Officer

## APPX 'A' TO NOTICE OF INVITING TENDER (NIT)

1	Name of work	:	REPAIR OR REPLACEMENT OF EXTERNAL GI CI DI PPR PIPELINE AND REPAIR OR CLEANING OF UG SUMP, PS TANK, SWT AND ALLIED WORKS AND REPAIR/REPLACEMENT OF FRESH WATER DISTRIBUTION PIPE LINE, CLEANING OF OVERHEAD SERVICE TANKS AND ALLIED WORKS AT 509 SU, AT AF STATION LAITKOR PEAK UNDER GE (I) (AF) SHILLONG				
2	Estimated Cost		Rs. 40.00Lakhs (At Par Market)				
3	Period of completion	:	365 Days				
4	Cost of tender documents	:	Rs. 500.00 in the form of DD/Bankers cheque from any Scheduled bank in favour of GE (I) (AF) Shillong payable at SHILLONG (Note: In case of retendering, the contractor who had quoted in the previous call is not required to submit the cost of tender)				
5	Website/portal address	:	www.defproc.gov.in				
6	Type of contract	• •	The tender shall be based on drawing and specifications; IAFW-2159)/IAFW-1779A and GCC (IAFW-2249) with Schedule 'A' (list of tems of work) to be priced by contractor/ pre priced by MES. The contractor is required to quote the lump sum amounts for parts of Schedule 'A' and quote rates against items of other parts of Schedule A'.				
7	Time line details						
	(a) Bid submission start date	**	16 Oct2024 at 0900 Hrs				
	(b) Bid submission end date	**	23 Oct 2024 at 1800 Hrs				
	(c) Date of bid opening		30 Oct 2024 at 1200 Hrs				
8	Eligibility criteria (a) For MES enlistedcontractors		All contractors enlisted with MES in Class D& above and Category a(ii)"Water Supply and Sewage Disposal"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 contractors not enlisted with MES	:	(i) Contractor not enlisted with MES should meet the enlistment criteria of <b>DClass</b> &a (ii)categorycontractor with regard to satisfactorily completion of requisite value works with Central/State Government/ Central/State PSUs/AWHO/AFNHB/CGEWHO/DGMAP, annual turnover, bank solvency, working capital and other requirements given in Para 1.4 & 1.5 of Section 1 of MES Manual of Contracts 2020 as available in all MES formations as well as MES website (www.mes.gov.in)				
			(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				
			(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 Government PSU or any Autonomous Body under Central/State Government or any Local Body as on the bid submission end date.				
			(iv) Details of works completed and under progress in MES be submitted				
			in the following format:-  Srl CA No & Value of Date of Date of Extended No Name of CA Commenc Completi on Completi on				
			(v) Un-enlisted Contractor who have secured two works in MES should get themselves registered in the appropriate designated Class with any Registering Authority, else the firm will not be eligible for participation in the tender unless until the firm is enlisted with the MES.				
	(c) Technical PQC criteria	:	NIL				

### **APPX 'A' TO NOTICE OF INVITING TENDER (NIT)**

9	Tender issuing Accepting Officer	and	:	Name : Address: Contact details:	GE (I) (AF) Shillong Garrison Engineer (I) (AF),Elephant Fall Camp, PO –Nonglyer,Shillong – 793009 Phone Number: 0364-2952820 Email id-iafshil4-mes@nic.in
10	Executing agency		:	GE (I) (AF) Shillong	
11	Earnest Money			Rs. 80000.00 in favou at call receipt, FDR no	r of GE (I) (AF) Shillong in the form of deposit of acceptable

### NOTES :-

- 1. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as eligible un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT is less than 7 (Seven), applications in respect of MES contractors 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 calss shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore MES contractor's one class below (two classes below in case of remote and difficult areas) may also bid for this tender. Such contractors (contractors of one/two classes below th 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 contractors fulfil the criteria of upgrdation 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 showing names of work, names of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such contractors, if claim to fulfil the criteria of upgradation 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 contractors are considered for evaluation.
- 2. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, 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 completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed works (individual work experience and/or average annual turnover as applicable) and financial soundness (solvency/financial soundness and working capital) as per details given in Manual on Contracts. Therefore such contractors shall upload the requisite information/documents in the Cover-1.
- 3. Unenlisted contractor 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.
- 4. Contractors enlisted with MES will upload following documents in Cover 1 for checking eligibility:-
  - (i) Application for tender on Firm's letterhead.
  - (ii) Enlistment letter issued by the Registering Authority duly renewed for the cycle period in vogue.
  - (iii) Scanned copy of DD /Bankers Cheque toward cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
  - (iv) Any other document required as described in this Appendix.

### APPENDIX 'A' TO NOTICE OF TENDER (CONTD.....)

- 5. Contractors not enlisted with MES will be required to upload following documents in Cover 1 for checking eligibility.
  - (i) Application for tender on Firm's letterhead.
  - (ii) Scanned copy of DD/ Bankers cheque toward cost of tender and Earnest Money Deposit (EMD) instrument.
  - (iii) 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 passport of Proprietor/each Partner/each Director.
  - (iv) All documents required for enlistment in MES for the class mentioned in Para 8(b) above as per Para 1.5 of Section 1 of MES Manual on Contracts 2020.
  - (v) Details of works being executed in MES, if any.
  - (vi) Any other document required as described in this Appendix.
- 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 Bids will not be opened.
- 7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within **05 days** of bid submission end date failing which following action shall be taken.
  - (i) In case of tenders from an enlisted contractor of MES, 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 be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the tenderer with ulterior motives and such tenderer shall be banned from bidding for a period of six months commencing from the date of opening of Financial Bid (Cover 2).
  - (ii) In case of tenders from unenlisted contractor, 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 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 Financial bid (Cover 2).
  - (iii) In case of tenders from enlisted and unenlisted contractors, 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. Contractor 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 contractor 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 tenderers as per NIT, a communication in the form of e-mail/SMS/Speed Post etc shall be sent to the contractor to rectify the deficiency within a period of seven days from date of communication failing which their financial bid (Cover 2) shall not be opened and contractor shall not have any claim on the same.

### APPENDIX 'A' TO NOTICE OF TENDER (CONTD...)

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. Tenderer/bidder will be informed regarding non-validation of his Technical bid assigning reasons therefore through tender evaluation report which shall be uploaded on the website. Such tenderer, if desires, may appeal to the next higher Engineer Authority (NHEA) vizHQs Chief Engineer(AF) Shillong Zoneon email id <a href="mailto:cezafs2-mes@nic.in">cezafs2-mes@nic.in</a> with copy to the Accepting Officer on email before the scheduled date of opening of Cover 2. 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 tenderer/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

- In case an unenlisted contractor 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 contractor for which it is eligible. For this purpose, details of the works being executed by such a contractor 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 revised BOQ (ie he has quoted on pre revised BOQ), such bid shall be treated as willful negligence by the bidder and his quotation shall be considered non-bonafide. In such cases the lowest tender shall be determined from amongst the valid/bonafide bids only. Accepting Officer may decide whether to retender or consider the lowest bonafide tender for acceptance.
- 13. Revoking the offer or revising the rates upward or offering voluntary reduction by the lowest tenderer after opening of Cover 2 shall be considered as a wilful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of an unenlisted tenderer, Earnest Money deposited by him shall be forfeited. In case of MES enlisted tenderer having deposited the Standing Security Bond, an amount equal to the earnest money stipulated in the NIT, shall be notified to the tenderer for depositing through MRO and consideration of such tenderer 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 tenderers. 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 tenderer 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 one of the related firms shall be final and binding.

Signature of contractor Dated:

File No: 8026/24/03/E8 Dated: 07 Oct 2024

Garrison Engineer (I) (AF) Elephant Fall Camp PO - Nonglyer Shillong-793009 AGE (Contracts)
For Accepting Officer

In lieu of IAFW-1779A (Revised 1955) to be read in conjunction with General condition of Contract IAFW-2249)

### **MILITARY ENGINEERS SERVICES**

Shri / M/s \_

1.

**OTHER TENDER** 

Garrison Engineer (I) (AF) Elephant Fall Camp PO - Nonglyer Shillong-793009

is/are

8026/24/06/E8 07 Oct 2024

TENDER AND ITEM RATE CONTRACT FOR WORKS BY MEASUREMENT REQUIRED IN THE EXECUTION OF REPAIR OR REPLACEMENT OF EXTERNAL GI CI DI PPR PIPELINE AND REPAIR OR CLEANING OF UG SUMP, PS TANK, SWT AND ALLIED WORKS AND REPAIR/REPLACEMENT OF FRESH WATER DISTRIBUTION PIPE LINE, CLEANING OF OVERHEAD SERVICE TANKS AND ALLIED WORKS AT 509 SU, AT AF STATION LAITKOR PEAK UNDER GE (I) (AF) SHILLONG

hereby	authorized to tender for the above work.
2. NIT.	The Complete quoted tender to be uploaded in the www.defproc.gov.in site as per critical dates in
3. letter qu	All correspondence concerning to this tender shall be addressed as indicated on the top of this acting the reference as given.
	THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY

Signature of the Officer

Issuing the documents

Dated : 07 Oct 2024

### SCHEDULE 'A'

### LIST OF ITEMS OF WORKS

REPAIR OR REPLACEMENT OF EXTERNAL GI CI DI PPR PIPELINE AND REPAIR OR CLEANING OF UG SUMP, PS TANK, SWT AND ALLIED WORKS AND REPAIR/REPLACEMENT OF FRESH WATER DISTRIBUTION PIPE LINE, CLEANING OF OVERHEAD SERVICE TANKS AND ALLIED WORKS AT 509 SU, AT AF STATION LAITKOR PEAK UNDER GE (I) (AF) SHILLONG

### NOTES:

- 1. Schedule 'A' of this contract is divided into two parts
  - (a) Schedule 'A' Part I (BOQ)
  - (b) Schedule 'A' Part II (Schedule of Credit)
- 2. The quantities shown in col-4 are approximate and are inserted as guide only. They shall however, not be varied beyond the limit in Condition 7 of IAFW-2249, General Condition of contract.
- 3. Rates in Col-13, shall be filled in by the contractor in figures.
- Total amount of Col-55 is not firm but shall be treated as 'the contract sum'. Referred to in IAFW-2249.
- 5. Unless otherwise specified method of measurement for various items of works shall be as stipulated in the MES Standard Schedule of Rates, Part-I, 2009 and Part-II, 2020.
- 6. The entire work under this contract shall be completed within the period of **365 days** from the date of commencement of work as ordered by GE in First work order.
- 7. Unless otherwise specified in this documents, the unit rate quoted in Schedule 'A' shall be deemed to include all materials and labours, T&P or Machineries and all taxes such as GST, labour welfare cess, EPF, ESIC etc. The descriptions of items given in the Schedule are in brief, these are deemed to be amplified and read in conjunction with special Condition, Particular Specification for materials and workmanship given in MES Schedule (Part-I, 2009 and preambles to items given for relevant trade section of MES Schedule Part-II, 2020).
- 8. Unit rates quoted by the contractor against the various items of Schedule 'A' shall interalia deemed to include for any minor details of construction which are obviously and fairly intended and which may not have been specifically stated in the tender documents, but which essential for the execution and completion of the works. In case of difference in opinion between the contractor and GE as to whether or not, any items of works constitutes minor details of construction, the decision of the Accepting officer shall be Final, Conclusive and Binding.
- 9. The tenderer shall quote only for indigenous plants and equipments. No foreign exchange and import license will be arranged by MES.
- 10. Consequent to implementation of Goods and Service Tax (GST) the contractor's quotation shall be deemed to include Tax under GST, as applicable to the goods procured for execution of contract and services rendered under the contract as works contract. This provision shall supersede all other provisions mentioned elsewhere in the tender documents and General Conditions of Contracts (IAFW-2249). In addition to GST, as brought out above, the contractor's quotation shall be deemed to include labour welfare cess, Seignioroge for mining tax, if not included in GST. Any other taxes, not brought out above but are applicable as on date of submission of tender, shall be deemed to be included in the tender. In this connection, the provisions as brought out under condition 51 of IAFW 2249 shall be applicable. The increase / decrease in any taxes / duties, statutory or otherwise after submission of tender and during the execution of the works shall be adjusted as provided in relevant clause of Special conditions herein after. The various taxes mentioned in Special Conditions, Condition 10 of IAFW-2249, shall be deemed to be amended as applicable as on date of submission of tender. Tax deduction at source on works contracts shall be deducted at source, payments made to the contractor as specified in the GST Act.
- 11. EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS (EPF & MO) ACT- 1952

  REG: The contractor shall have invariably provident Fund code Number and also ensure that all the workers deployed by him are enrolled as members of provident Fund and should be given the universal Account Number (UAN). While clearing the bills of the contractor, certificate be obtained that all workers employing directly or indirectly by him are registered for EPF and the due contribution have been credited into their account. If contractor fails to deposit employer EPF / ESI contribution on behalf of workers & employees, the same shall be retained from their due payment till deposit the same with concerned Deptt.

12. The total amount shown is not firm but will be treated as contract sum referred thereto in IAFW-2249. An amount of **Rs. 76470.00** has been catered towards Sch of credit for which details have been made in a separate schedule and tenderer may be study the same before quoting. The amount of schedule of credit shall be deducted from the Total amount of BOQ. Contract sum shall be arrived accordingly for finding out L-1.

- 13. If any tenderer offers any lump sum discount on summary or through letter, such amount shall be converted into a uniform percentage with respect to overall quoted amount. Such uniform percentage shall have the same effect in case of any variation in quantities. The amount of work done shall be adjusted accordingly.
- 14. The quoted rates shall be deemed to include all taxes levied by Central and state Government at the prevailing rates such as IT, GST, Labour Welfare Cess, Employer PF, Employer Insurance etc. GE shall recover taxes, which have to be deducted at source, at applicable rates.
- 15. In case of loss / damage of any of the items obtained from demolition while under custody of contractor, recovery shall be affected from the contractor at double the market rate as decided by GE.
- 16. Defects Liability Period :- Defects liability period for the subject work shall be twelve calendar months from the certified date of completion issued by GE.
- 17. The work shall be carried out as per site requirement/ direction of Engineer-In-Charge on day to day maintenance in respect of any quantitie
- 18.0 **T&P**
- 18.1 The requirement of T&P, Machinery and Transport shall be required as per direction of Engineer-In-Charge.
- 18.2 Please note that successful contractor will be required to strictly ensure engagement of Engineers as per condition 25 of General Conditions of Contracts.
- 18.3 Inadequate engagement of engineers as per Contract Condition shall be considered as serious lapse attracting ban / removal / downgrading debartment of the firm / company.

Signature of Contractor

AGE (Contracts)
For Accepting Officer

Dated:

### **SERIAL PAGE NO: 22**

### SCHEDULE 'A' PART-II

### SCHEDULE OF CREDIT

- 1. The following dismantled/demolished materials shall be considered as contractor's property as credit shown under respective columns. It is an expressed condition that, the contractor shall be allowed to remove the dismantled materials from the site of work after adjusting the amount of credit/proportional amount of credit depending upon the qty of dismantled materials.
- 2. The total cost of materials obtainable for the purpose of credit has been assessed by the department.It is however made explicitly clear that the cost assessed by the department is only a rough indication and contractor will have no claim whatsoever against the department if the actual cost of materials turn out to be different from the cost given by the department.

SI No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Old U/S 15 mm bore GI pipe with fittings	RM	330.00	20.00	6600.00
2	Old U/S 20 mm bore GI pipe with fittings	RM	310.00	25.00	7750.00
3	Old U/S 25 mm bore GI pipe with fittings	RM	180.00	25.00	4500.00
4	Old U/S 40 mm bore GI pipe with fittings	RM	50.00	45.00	2250.00
5	Old U/S 50 mm bore GI pipe with fittings	RM	70.00	45.00	3150.00
6	Unserviceable GI/ DI/ PPR pipes of size 80/ 100/ 150 mm bore	RM	125.00	60.00	7500.00
7	Old UNSV DI/GI/CI flange ended joint material	Each Job	7.00	35.00	245.00
8	Unserviceable Sluice valves of size 100 mm dia	Each	5.00	700.00	3500.00
9	UNSV Butterfly Valve of 150 mm dia.	Each	8.00	250.00	2000.00
10	Unserviceable Sluice valves of size 80 mm dia	Each	4.00	400.00	1600.00
11	UNSV Gate Valve of 50 mm dia.	Each	13.00	150.00	1950.00
12	UNSV Gate Valve of 15 mm dia.	Each	50.00	100.00	5000.00
13	UNSV Gate Valve of 20 mm dia.	Each	50.00	100.00	5000.00
14	UNSV Gate Valve of 25 mm dia.		15.00	100.00	1500.00
15	UNSV Gate Valve of 40 mm dia.	Each	5.00	150.00	750.00
16	Old U/S upto 150 mm bore cast iron fittings and connection pieces	Kg	105.00	20.00	2100.00
17	Old UNSV valve pit chamber top cover		6.00	500.00	3000.00
18	Old UNSV HDPE water storage tank of Capacity 1000 Ltrs	Each	4.00	300.00	1200.00
19	Old UNSV float valve of size 20 mm bore	Each	350.00	10.00	3500.00
20	Old UNSV float valve of size 25 mm bore	Each	60.00	15.00	900.00
21	Old UNSV float valve of size 32 mm bore	Each	5.00	20.00	100.00
22	Old UNSV GI elbow/Reducer Elbow of any size or make	Each	170.00	15.00	2550.00
23	Old UNSV GI Tee/Reducer Tee of any size or make	Each	170.00	15.00	2550.00
24	Old UNSV GI Socket/Reducer Socket of any size or make	Each	170.00	15.00	2550.00
25	Old UNSV GI Union of any size or make	Each	85.00	15.00	1275.00
26	Old UNSV GI Plug Thread of any size or make	Each	85.00	15.00	1275.00
27	Old UNSV GI Nipple/Tank Nipple of any size or make	Each	145.00	15.00	2175.00
		TOTAL			76470.00

### SCHEDULE 'B'

### **ISSUE OF MATERIALS TO THE CONTRACTOR**

(See condition 10 of IAFW-2249)

SI No	Particulars	Rate at which material will be issued to the contractor		Place of issue(by name)	Remarks
		Unit	Rate(in Rs)		
1	2	3	4	5	6

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NI	L

## SCHEDULE 'C'

# <u>LIST OF TOOLS PLANT (OTHER THAN TRANSPORT)</u> <u>WHICH WILL BE HIRED BY CONTRACTOR</u>

(See condition 13, 34 and 35 of IAFW-2249)

SI No	Qty	Particulars	Pertains tomes crow supplied	Hire charges per unit per working day	Stand by, place charges of per unit, issue per day	Remarks
1	2	3	4	5	6	7

### SCHEDULE 'D'

## TRANSPORT TO BE HIRED TO THE CONTRACTOR

(See condition 16 & 35)

SI No	Qty	Particulars	Rate per unit working day	Place of issue (ByName)	Remarks
1	2	3	4	5	6

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

### **TENDER**

To

## THE PRESIDENT OF INDIA

Having examined and perused the following documents:-

- 1. All specification signed by Shri Mony G, AGE (Contracts).
- Drawings detailed in the specifications.
- 3. Schedule 'A' (BOQ), 'B', 'C' and 'D' attached hereto.
- 4. MES Standard Schedule of Rates 2009 (Part-I specifications) with amendment No. 1 to 3 and Part-II (2020) (here-in-after referred to as the MES Schedule) together with Part II (2020) with amendment No 1 to 122 as applicable to the above said schedule.
- 5. General conditions of contracts, IAFW-2249 (1989 Print) together with amendments 1 to 49 and errata 1 to 20.
- 6. WATER: CONDITION 31 OF IAFW 2249 GENERAL CONDITIONS OF CONTRACT

Water will be supplied by MES shall be paid for by the contractor at a rate of **Rs.3.75** for every Rs.1000/worth of work done at contract rates.

### 7. SHOULD THIS TENDER BE ACCEPTED

- (a) That the sum of Rs. 80,000.00(Rupees Eighty Thousand only) forwarded as Earnest money shall either be retained in Part or full as the case may be, on account of Performance Security or be refunded by the Government on receipt of the appropriate amount as Performance Security within the time specified in condition 19, amendment No 47 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 at the item rates contained in the aforesaid Sch 'A' or at such other rates as may be fixed under the provisions of condition 62 of IAFW-2249 and to carry out such deviations as may be ordered vide condition 7 of IAFW-2249 maximum to 10% (Ten percent) 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 finalexamination of Sub-Division II of Institution of Surveyor (India) recognized by Govt of India to be appointed by the Chief Engineer Air Force Shillong Zone, Shillong or in his absence the officer officiating as Chief Engineer Air Force Shillong Zone, Shillong , whose decision shall be final, conclusive and binding.

*	Delete	whichever	is	not	applicable.
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Contd
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CA NO :GE (I) (AF)/ SHL/ OF 2024-2025

**SERIAL PAGE NO: 25** 

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

SIGNATURE _									_ in the
capacity of									_duly
authorized	to	sign	the	tender	for	and	on	behalf	of
					(IN BLO	CK LETTE	RS)		
Date:		_							
			Postal ad	dress :					
			_						
			Telephon FAX No.	e No.					
WITNESS Signature									
Address									
				ACCEPTA	NCE				
alterations were	e made b	efore th	e executior		tract Agree	ment, they	have bee	n initialed	by the
documents forn					,	o o		,	
The abov	ve tender	was acc	epted by m	e on behalf c	of the Presid	dent of Indi	a at the ite	em rates co	ntained
in the S	Schedule	'A'		ls				· ·	-
				SIGNATURE					
			[	Dated this	day	of	2024		
			A	Appointment:	GARRISO	N ENGINE	ER (I) (AF)	SHILLON	G
			(	FOR AND O	N BEHALF	OF THE P	RESIDEN <sup>*</sup>	T OF INDIA	۸)

In lieu of IAFW-2249

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

<u>FOR</u>

**MEASUREMENT CONTRACTS (IAFW-1779A)** 

A copy of the GENERAL CONDITIONS OF CONTRACTS (IAFW-2249-1989 print) with errata 1 to

20 and amendment Nos 1 to 49 has been supplied to me/us and is in my/our possession. I/we have read

and understood the provision contained in the aforesaid GENERAL CONDITIONS OF CONTRACTS before

submissions of this tender and I/we agree that I/We shall abide by the terms and conditions thereof, as

modified, if any elsewhere 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 Nos26 to 58) with errata 1 to 20 and amendment Nos 1 to

49(Serial page Nos59to74) form part of these tender documents.

AGE (Contracts)
For Accepting Officer

Signature of Contractor Dated:

## ERRATA TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT

Errata No	Page No	Particulars
1	2	3
1	4	Condition 3, Para 3, line 1 For "an" Read "and"
2	7	Condition 7,Last Para , line 9 <u>For</u> "Obection " <u>Read</u> "objection"
3	7	Condition 7, last para , line 11 <u>For</u> "thetein" <u>Read</u> "therein"
4	8	Condition 6, line 7
5	10	<u>Delete</u> "after the word "necessary"  Condition 10(C) General, sub para 2, line 3 <u>For</u> "actory" <u>Read</u> "factory"
6	11	Condition 15, Para 2, line 6 For "ascept" Read "except"
7	11	Condition 15, Para 2, line 6 <u>For</u> "authorise" <u>Read</u> "authorised"
8	11	Condition 15, Para 3, line 1 For "maintence" Read "Maintenance"
9	16	Condition 32, Para 1, line 4  For "sitting" Read "siting"
10	16	Condition 32, Para 2, line 6 <u>For</u> "reinstoad" <u>Read</u> "reinstated"
11	16	Condition 34, , line 6 <u>For</u> "revese" <u>Read</u> "revert"
12	16	Condition 36, Para 2, line 6 <u>For</u> "aconbusitible" <u>Read</u> "combustible"
13	17	Condition 37, line 3 For "whese" Read "whose"
14	17	Condition 43, line 1 For "shal" Read "shall"
15	17	Condition 44, Para 2, line 4 For "visit this" Read "visit his"
16	18	Condition 48, , Para (a), line 5 <u>For</u> "airising" <u>Read</u> "arising"
17	20	Condition 54, line 1 and 2 Illigible works is "contractor"
18	20	Condition 54, para below (a), insert `b' In the existing bracket "( )"
19	20	Annexure `B', clause 6, line 2 Delete the word 'after"
20	30	ANNEXURE `B', clause 6 but line 3 Insert full stop "(.)" after the word "thereof" and For addor" Read "ladder"

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT

	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT							
Amend- mentNo	Page No	Particulars						
1	2		3					
1	22 & 29							
			arrange payments to the labour concerned within 45 days from the labour welfare officer or other person authorised					
2	9	Condition 10(B), line 2 to 6 For "Materials which	as aforesaid.					
			vt shall supply are shown in Schedule 'B' which also rate (s) to be charged in respect thereof".					
3	19	Condition 50, sub para 4(b) ( Delete the existing description	iii) on against sub para 4(b)(iii), and insert as under :-					
		(iii) Where the contract sum exceeds Rs.20 lakhs but does not exceed Rs.150 lakhs	Seven and half percent of the contract value of the item or group of items of work for which a separate period of completion is given or rupees seven and a half lakhs whichever is less.					
		(iv) Where the contract sum exceedsRs 150 lakhs but does not exceed Rs. 300 lakhs.	Five percent of the contract value of the item or group of the items of work for which a separate period of completion is given or rupees twelve and a half lakhs whichever is less.					
		(v) Where the contract sum exceeds Rs.300 lakhs	Four percent of the contract value of the item or group of items of work for which a separate period of completion is given subject to a maximum of rupees twenty five lakhs".					
4	27							
5	14 & 15		pove condition and substitute the following :-					

"Where the contractor is not a qualified Engineer or even if he is so qualified, be can not, in the opinion of the GE give his full personal attention to the works, he shall at his own expense employ a person/persons(s), possession the following qualifications and/or experience as his accredited agent(s) to supervise the works and to receive instructions from the Engineering-in-charge:-

A diploma holder in engineering from a Government recognised institution with atleast 4 years practical experience of works

(a) For works costing over Rs. 300 lakhs other than those covered in (g) low

works The Degree holders in Engineering from Government recognised over institution or equivalent with at least 5 years practical experience lakhs of works.

### And

Adequate numbers of Diploma holders in Engineering from a Government recognised institution with atleast 7 years practical experience of works.

(Note: The above provision shall be applicable irrespective of thefact whether contractor himself is a qualified engineer or not).

A diploma holder in engineering from a Government recognised institution with atleast 4 years practical experience of works

## AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

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Amendment No	Page No		Particulars
1	2		3
5 (Contd/-)		(a) For works costing over Rs. 300 lakhs other than those covered in (g) below	The Degree holders in Engineering from Government recognised institution or equivalent with at least 5 years practical experience of works.  And  Adequate numbers of Diploma holders in Engineering from a Government recognised institution with atleast 7 years practical experience of works.  (Note: The above provision shall be applicable irrespective of the fact whether contractor himself is a qualified engineer or
		(b) For works costing between Rs. 100 lakhs and Rs. 200 lakhs other than those covered in (g) below	not). A degree holder in Engineering from a Government recognised institution or equivalent with atlest 4 years practical experience of works.  OR
		(c) For works costing between Rs. 60 lakhs and Rs.100 lakhs other than those covered in (g) below.	Two diploma holders in Engineering from a Government recognised institution with at least 6 years practical experience of works.  A degree holder in Engineering from a Government recognised Institution or equivalent with at least 3 years practical experience of works.  OR
		(d) For works costing between Rs. 7.5 lakhs and Rs.60 lakhs other than those covered in (g) below.  A diploma holder in engineering from a Government recognised institution with at least 4 years practical experience of works	A Diploma holder in Engineering from a Government recognised Institution with atleast 5 years practical experience of works. A Degree holder in Engineering from a Government recognised Institution or equivalent with at least 2 years practical experience of works.
		(e) For works costing between Rs 2 lakhs and 7.5 lakhs other than those covered in (g) below. (f) For works costing upto Rs 2 lakhs other than those	A Degree or Diploma holder in Engineering from a Government recognised institution with adequate practical, experience of works  A competent person with adequate practical experience of works
6	27	covered in (g) below (g) For works costing upto Rs 2 lakhs other than those covered in (g) below Delete the description added at the end of sub para 9 vide amendment No 4 (1989 Print) and insert as under:- "The arbitrator shall give reasons for the award in each	A competent person with adequate practical experience of works

of the value of claims or counter-claims".

## AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amend- mentNo	Page No	Particulars
1	2	3
7	24	Condition 64  Delete para 4 viz "provided the amountshall not exceed Rs 1.5 lakhs" in toto.
8	26	Condition 70 Arbitration Para 1, line 4 Amend the works, "Engineer Officer" to read" serving Officer having degree in engineering or equivalent or having passed final/direct final examination of sub-Division II or Institution of Surveyor (India) recognised by the Govt of India".
9	2	Add the following new condition under Chapter IV :- "71. Jurisdiction of Courts"
	27	Add the following new conditions:- "71. Jurisdiction of Courts – Irrespective of the place of issue of tenders, the place of acceptance of tenders, the place of execution of contract or the place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tenders has been issued and the work is executed/executable. The courts of the place from where the acceptance of the tender has been issued and the works is executed/under execution shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
10	14 &	Condition 25 as amended vide amendment No.5
	15	For : "Degree holders in Engineering from a Government recognised Institution or equivalent "wherever occuring".  Read : "Degree holders in Engineering from a Government recognised Institution or equivalent /final or direct final pass of sub divisional II of the Institution of Surveyos (India)".
11	27	Condition 70 : `Arbitration' Para 8  For : "The Arbitrator may, from timepublishing the award".  Read : "The Arbitrator may, from time to time with the consent of the parties, enlarge the time for making and publishing the award".
12	24	Add the following para 4 after para 3(c):- "The amount so retained from the contractor shall be called retention money and shall be released to the contractor along with the final bill. However, in case the amount of this retention money is more than Rs 1.5 lakhs, then after retaining an amount of Rs 1.50 lakhs or 1% of the contract amount as executed whichever is more, the balance amount of retention money will be refunded to the contractor as satisfactory completion of works as certified by the GE".
13	23	Condition 62 (G) Valuation of deviation para 1,line 3 For : "Plus 10%" Read : "plus 15%"
14		Condition 4A(a),line 4 For : "Rs 2,500.00" Read : "Rs. 5000.00"
		Condition 4A(d), line 2 & 3 For : "Rs. 5,000.00" Read : "Rs.10,000.00"
15	13	Condition 22 Sub Para 3,lines 3 & 4 For : "Controller of Defence Accounts concerned" Read : "Accepting Officer"
16	24	Condition 64, SUB PARA 7, LINE 4 AND 5  For : "Controller of Defence Accounts concerned"  Read : "Accepting Officer"

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amendment No	Page No	Particulars
1	2	3

17 19 Condition 50

Sub para 2, line 2

For : "Deviation orders on the contractor" Read : "Deviation orders, escalation amount"

(b) Delete existing sub para 4(b) (i) to 4(b) (v) in toto and insert as under:

"Ten percent of the contract value of the item or group of items of work for which a separate period of completion is given".

(d) Add Sub para 5 as under

"Amount of retention money plus compensation during currency of contract shall not exceed ten percent of contract value. Contractor shall furnish BGB or Fixed Deposit Receipt in lieu of retention money and if compensation amount is not fully met from retention money, the difference if any shall be recovered from the payments due to the contractor".

18 3 & 4 (a) Condition 1(a), line 4

For : "the M.E.S Schedule, the Specifications"

Read : "the M.E.S Schedule, the Special Conditions, the Specifications"

(b) Condition 1(b), line 2

For : "these conditions and the Specifications"

Read : "these conditions, the Special Conditions and the Specifications"

(c) Condition 1(b), line 3

For : "loaned" Read : "sold"

(d) Condition 1(g), line 3

For : "Garrison Engineer" who administers"

Read : "Garrison Engineer" (or Assistant Garrison Engineer

(Independent) if applicable) who administers"

(e) Condition 1(g), line 3

In the end, add the following:-

"Where the office of the CE does not exist and the GE is directly under the Chief Engineer, the authority of the CE stipulated in these conditions shall vest in the concerned Chief Engineer."

(f) Condition 1(h), line 3

For : "the Superintendent Grade I" Raed : "the Junior Engineer (JE)"

(g) Condition 1(i), line 1

For : "Indian Standards Insitutions".
Read : "Bureau of Indian Standards."

Condition 1(p), line 4

For : "air craft and acts of God"
Read : "air craft and natural calamities"

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amendment No	Page No	Particulars
1	2	3
18(Contd/-)	3 & 4	(i) Condition 1(p), line 5 For : "floods and tornado" Read : "floods, tornado and Tsunami."
19	5	(a) Condition 4A, line 7  For : "Rs.60,000.00"  Read : "Rs.1,50,000.00"  (b) Condition 4A(a), line 4  For : "Rs. 2,500.00"  Read : "Rs.10,000.00"
		(c) Condition 4A(c), line 4 For : "Rs. 2,500.00" Read : "Rs.10,000.00"
		(d) Condition 4A(d), line 2 and 3 For : "Rs.5,000.00" Read : "Rs.20,000.00"
		(e) Condition 4A(f), line 1 For : "Rs. 60,000.00" Read : "Rs.1,50,000.00"
20	5	(a) Condition 6, subpara 1

The existing contents shall be substituted as under :-

**'6. Provisional Items –** The amount pertaining to provisional items need not be deducted from the Contract Sum. The Engineer-in-Charge and Contractor shall set out the works covered under provisional items and provisional lump sum based on the description of items, drawing froming part of contract agreement and considering the ground conditions as encountered at site of works. The statement of variation in quantities, new items or deletion of items from the contract agreement as required will be worked out for approval of Engineer-in-Charge who will convey approval of such changes through site order book. For the purpose of payment thye variation in value of work executed under these items shall be ascertained by measurement or valuation as for deviation. The variations shall be regularized as per condition 7".

### 21 6 and (a) Condition 6 A, line 6

7 Add following after the words "preference to scale ":-

"However the provisions of any drawing of a later date shall take precedence over that of a drawing of previous date further subject to the condition that working drawing will take precedence over a Typical Detail Drawing".

## (b) Condition 6 A(a), line 1

For : "Quantities"

Read: "Quantities, Schedule 'B' 'C', 'D'."

## (c) Condition 6 A(a), subpara 3 line 1

For : "one document forming"

Read : "one document as defined here in above forming"

### **SERIAL PAGE NO: 65**

### MILITARY ENGINEER SERVICES

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amendment No	Page No	Particulars
1	2	3

21(Contd/-) 6 and 7 (c) Condition 6 A(A)

- (h) Existing subpara (b) to (f) shall be enumerated as subpara (c) to (g).
- (ii) Add new subpara (b) after existing subpara (a) as under :-
- "(b) Items and their quantities for which no rates or prices have been quoted shall be deemed to have been covered by the rates and process quoated for the other items of Schedule 'A' or bill of quantities".

### (d) Condition 6 A(C) (iii)

The existing contents shall be substituted as under :-

(iii) Contract sum exceeding Rs 10 lakh but : Rs. 20,000 plus 2% of not exceeding Rs. 100 lakh ContractSum exceeding Rs

10 lakh subject to a maximum of Rs.1,00,000/-

(iv) Contract sum exceeding Rs 100 lakh

: 1% of Contract sum subject to a maximum of Rs 5 lakh

22 8 (a) Condition 9 (c), line 19

For : "labour at Site"

Read : "labour and tools and plants at Site"

### (b) Condition 9 (c), line 19

Add following at the end of para (c) viz line 21: workmen, employees, tools and plants and such other details as asked by the GE, withing seven days of issue of order of suspension and the GE shall verify the necessity and correctness thereof, Proper record of these details shall be maintained duly signed by the GE and the contractor".

### 23 8,9 and

### (a) Condition 10 (A), subpara 2

Add in the end after the work "comply" following :-

"However if the cost of particular item of material in a contract exceed Rs 1 lakh, these materials shall be procured only from the manufactures or from their authorized dealers/stockiest (except in case of materials of local origin) and the contractor shall furnish proof thereof to the satisfaction of the GE that the material so comply)

## (b) Condition 10 (A), subpara 3

Add in the end after the work "in the Contract." following :-

"The approved samples of materials which loose their identity after incorporation in the work shall be preserved with the GE till completion of work. Thereafter the same shall be removed in 'as is where is' condition by the contractor with prior permission of the GE without any extra cost to the Government. However, the approved samples of materials which do not loose their identityafter incorporation and which can be incorporated in the work as decided by the Engineer-in-charge shall be allowed to be used in the sample quarter/block/work".

### (c) Condition 10 B, line 1 of last subpara of page 9

For : "cost of loading"

Read : "cost of carriage, loading".

### (d) Condition 10 B, line 3 of subpara 3 of page 10

For : "the Engineer-in-Charge may,"

Read: "the GE may,"

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amend ment No	Page No	Particulars
1	2	3
23(Contd /-)	8, 9 and 10	(e) Condition 10 B, line 5 of subpara 3 of page 10
·		For : "as decided by the GE."  Read : "on the date of notifying to the contractor by GE (after technical check of final bill in CE's Office) as decided by the GE or the stock book rate as fixed by the department, which ever is higher."
		(f) Condition 10 B, line 6 of subpara 3 of page 10  For : "the market rate,"  Read : "the recovery rate,"
24	10 and 11	(a) Condition 11 (A), subpara (i) to (viii)Existing contents of subpara (i) to (vii) shall be replaced as under with sub para (i) to (iv):-

- "(i) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the traes employed onthe work, or
- (ii) by reason of delay on part of nominated sub-contractors, or nominated suppliers which the Contractors has, in the opinion of G.E., taken all practicable steps to avoid, or reduce, or
- (iii) by reason of delay on the part of Contractors or tradesmen engaged by Government in executing works not forming part of the contract, or
- (iv) by reason of any other cause (except force majeure) which in absolute discretion of the Accepting Officer is beyond the Contractor's control;"
- (b) Condition 11 (A), last subpara, line 2

For : "G.E."

Read : "Accepting Officer"

(b) Condition 11 (B), last but 3rd line form end

For : "G.E."

Read: "Accepting Officer"

(c) Condition 11(C)

The existing contents shall be substituted as under :-

- "(C) Extension of time if due shall be granted withing 45 days of receipt of request from the contractor along with supporting documents, but before expiry of original/extended period of completion.
- (D) No claim in respect of compensation or otherwise, for idle labour and /or idle machinery etc, and/or business loss or any such loss, howsoever arising, as a result of extensions grantedunderConditions(A) and (B) above shall be adminssible. The decision on reason and quantum of extension shall be final and binding.
- (E) DELAY ON ACCOUNT OF FORCE MAJEURE –

Should any force majeure circumstances arise, each of the contracting party will be excused for the non fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.

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### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amendment	Page No	Particulars Particulars
No		
1	2	3
24	10 and 11	Force majeure shall mean fires, floods, natural calamities sucha as earth
(Contd)		quakes, lightening or other acts such as war, turmoils, strickes (otherwise than contractor's employee), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, sabotage, explosions, quarantine restrictions, beyond the control of either party.

It is understood and agreed between the parties here to that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure even as aforesaid and the said rights and obligation shall automatically revive upon cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event, shall not be considered as a delay with respect of the period of completion and/or taking over work under the contract or otherwise to the detriment of eith party.

Not withstanding the provision of the immediately foregoing clauses, it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (Six) months, either party hereto reserves the right toterminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than agreement for the completed work and/or contractor's materials lying at site".

- 25 12 (a) Condition 17 line 2 "The Contractor shall not." For : "The Contractor including Public Sector undertaking/ Read Government agency shall not" 26 13 (a) Condition 18, line 2 'The Contractor shall not." For "The Contractor including Public Sector undertaking/ Read Government agency shall not" 27 14 and 15 Condition 25, the contents of subpara 2 after line 5 shall be (a)
  - (a) For works A Degree holder in Engineering from the Govt costing recognized Institution or equivalent, final or direct final between Rs passed of Sub Division II of the Institution of Surveyors 50 lakh to (India) withing at least 4 years practical experience of 1000 lakh works.
  - (b) For works A Degree holder in Engineering from the Govt costing recognized Institution or equivalent, with final or direct between Rs final passed of Sub Division II of the Institution of 7.50 lakh to Surveyors (India) withing at least 2 years practical experience of works.
  - (c) For works A Diploma holder in Engineering from the Govt, costing recognized Institution, with adequate practical experience below of works..

    Rs 7.50

## Notes :-

substituted as under :-

(1) Engineers (Degree/Diploma holders) employed should be of the relevant discipline to which nature of work pertains.

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amend ment No	Page No	Particulars
1	2	3

27 14 and 15 (Contd..)

- (2) The provision at Serial (b) & (c) above shall be applicable irrespective of the fact whether contractor himself is a Qualified Engineer or not.
- (3) Contractor shall employ additional Engineers as directed by GE where there are scattered sites.
- (4) For works costing more than Rs 10 crore, the requirement of Engineering staff shall be as given in the tender documents.
- (5) For specially works/services Accepting Officer may vary requirement of supervisory staff in tender documents.
- (b) Conditions 25 last subpara on page 15:

The contents of last subpara on page 15 shall be substituted as under:-

"The G.E. shall have full powers, to put the contractor on notice on account of default either for non-employment of Engineer(s) or absence of Engineer(s) from site and levy pentaly @ Rs 500/- per day per vacancy upto 30 days period. Thereafter GE shall have the optionto either suspend the work or employ Engineer(s) at contractor's cost and recover the amount from contractor's dues."

28 15 (a) Condition

a) Condition 26b last subpara, last line

For : "Rs. 50.00"

Read : "Rs. 5,000.00 (Rupees five thousand only)"

29 16

(a) Condition 26, last subpara, last line 2

For : "at the \* All India Flat Rate per 1,000 gallons which"

Read: "at the \* All in cost Rate per 1,000 gallons subject to a minimumofRs 3.75 per every Rs. 1,000.00 worth of work done period at contract rates which"

30 17

17

(a) Condition 36 last subpara

Add the following at the end:

"Fencing be provided wherever necessary as decided by GE to isolate the working area to make the area unrestricted from restricted"

31

(a) Condition 44, subpara 3, line 1

For : "rupees one lakh" Read : "rupees two lakh"

(a) Condition 44, subpara 3, line 2
For : "rupees five lakh"
Read : "rupees ten lakh"

32

18 (a) Condition 46, subpara 2, line 11 to 14

For : "Provided always that the liability of the Contractor under this Condition shall be extend beyond the defects the liability period excepts as regards workmanship which the G.E. shall have previously given notice to the contractor to rectify."

Read : "Alternatively, such work, if technically / structurally acceptable, without detriment to the safety and utility of the item and the structure may be permitted."

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amendm ent No	Page No	Particulars
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32 18 (Contd..)

33

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to be accepted as devalued and recovery shall decided by competent authority (CEinrespect of contract concluded by himself and GE's and AGE(I) and CE inrespect of contract concluded by him) or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the rist and cost of the contractor. Whether any particular defect is due to unsound, imperfect or unskillfullworksmanship or due to normal wear & tear or user's negligence, decision of GE shall be final and binding. Provided always that the liability of the Contractor under this condition shall not extend beyond the defects liability period except as regards workmanship which the G.E. shall have previously given notice to theconractor to rectify. Govt. further reserves the right to get the work technically inspected during currency of the contractand also during defects liability period by the Addisional Director General of Technicl Examination and/or his Officers or any otheragency. The defects observed as a result of such technical examination shall be rectified by the contractor as notified by the GE. However, if the defects are not rectified, the devaluation of the work shall be carried out and recovery thereon shall be affected.

### (a) Condition 49, subpara 2, lines 2,3 and 4

For : "within such period as may be notified by the Engineer-in-Charge, to the place of issue against written receipt from the Engineer-in-Charge."

Read: "to the place of issue as stipulated in condition 10(B) here-in-before against written receipts from the Engineer-in-Charge."

### (b) Condition 49, subpara 5, lines 3,4 and 5

For : "before the completion of entire group, but for all purposes of the contract except for compensation for delay, the completion of the entire group shall be taken into account."

Read: "before the completion of the entire group, in such event, the grouping (phasing) of items as catered for in the contract shall bedeemed to have been amended accordingly."

### (c) Condition 49, subpara 7

Existing contents shall be substituted as under:-

"On receipt of notice form the Contractor that the work has been completed, the G.E. shall within seven days certify to the Contractor the Date(s) on which the items or group of items of Works are completed and taken over and the state thereof or shall notify the details of incomplete items of work to the Contractor. In caseof dispute between G.E. and the Contractor over completion of work, the decision of Accepting Officer or CE in case of G.E.'s contract shall be final and binding."

### 34 21 (a) <u>Condition 55</u>

Existing contents shall be substituted as under:-

**"55. Termination of Contract for Death** - - - Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Accepting Officer shal have the option of teminatingtheContract without compensation to the Contractor. If proprietor has nominated a person during his lifetime, the nominee will be allowed by the GE to complete the balance work. However if the nominee is not willing or in the opinion of Accepting Officer is not capable of completing the work as contracted for, he shall terminate the contract without any compensation to the nominee. The decision of the Accepting Officer whether the nominee is capable or not shall be final and binding."

22

36

### **MILITARY ENGINEER SERVICES**

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amendm ent No	Page No	Particulars
1	2	3

On page 2, against SI 59, Blank, add following indescription "Determination 35 21 of contract in the event of Force Majeure" and

On page 22, against SI 59, Blank

Insert new condition 59 in lieu of blank as under:

Determination of contract in the event of Force Majeure -59

The contract may be determined as th option of either party of giving 30 days notice in writing to the other party should any event of 'Force Majeure' continue to prevail for an uninterrupted period of six months and no progress of work is archieved owing to such circumstances during these six months. On receipt of notice from one partyto other explaining circumstances of 'Force Majeure' the Garrision Engineer and contractor of completed, incomplete works and the materials collectdforincorporation in the work shall be prepared for processing of final bill. The contractor shall have no claim to payment of any compensation on account of any profit or advantagewhich he may have derived from the execution of workin full but which he could not derive due to determination of contract on account of 'Force Majeure.'

Condition61, Last but one para, line 6 (a)

For "Rs. 500.00" "Rs. 5,000.00" Read

37 24 Condition 64, subpara 1 and 2 (a)

Substitute existing contents with following:-

Advances on Account - The contractor may at intervals of not less than 30 days for contracts of value less that Rs 50 lakh and 15 days in case of contracts more than 50 lakhs submit claims on I.A.F.W. - 2263 provided the payment due is not less than Rs 50,000/- and for Term Contracts, contractor may prefer not more thantwoclaims for payment of advances on account of work done and of materials delivered in connection with Measurement and Lump Sum Contracts. However such claim for work done, which are required to be measured, shall be submitted only after recording joint measurements in the MES Measurement Book IAFW-2261."

Condition 64, subpara 3, line 3 (b) For "Engineer-in-Charge" Read "Garrison Engineer"

#### Condition 64, subpara 8 and 9 (c)

Insert a new subpara between subpara 8 and 9 as follows:-

"Provided further, the contractor may be paid advance on account to the full value of materials such as fittings and fixtures and other manufactured items as decided by the GE which do not lose their identity, brought on the site, on his furnishing Guarntee Bond(s) or Fixed Deposit Receipt (s) from a Scheduled Bank for the amount of retention money which should otherwise be recoverable form him under the contract. The Guarantee Bond and Fixed Deposit Reciept shall be executed and kept valid in a manner as described here-in-before."

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

Amendm ent No	Page No		Particulars
1	2		3
38	25	(a) For Read (b) For Read	Condition 66, line 2 : "the period being" : "The period to be"  Conditon 66, line 3 : "by the G.E." : "by the Engineer-in-Charge"
		(c) For Read	Condition 66 (a) : "Four months" : "Six months."
		(d) For Read	Condition 66 (b) : "Six months." : "Nine months."
39	27	Existing	g Condition 71 Jurisdictioin of Courts shall be renumbered as Condition 72
40	27	Add a r	new Condition 71 Conciliator as under:

71. Conciliator - If a dispute (other than those for which the decision of the CE or any person is by the contract expressed to be final and binding) of any kind whatsoever arises between the parties to the contract during the execution of the works, or after completion or after determination/cancellation/terminaton of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, certificate or valuation by the Accepting Officer or his nominee, the matter indispute shall, in the first place be refered to the Disputes Resolution Board (DRB) in case of contracts valuing Rs 10 Crore or more and to conciliation, by a sole conciliator, in case of contracts valuing less than Rs 10 crore. In case of disagreement with the decision of such DRB or conciliator, any party may invoke arbitration clause.

Procedure for the constitution/appointment of DRB/Conciliator shall be as laid down in the Contract Agreement.

- 41 13 Security deposit including all its sub para as existing deleted intoto and read as "BLANK"
- 42 20 Condition 53, Three paragraph after 53(c) Substitute existing contents with following:-

"Whenever the Accepting Officer exercises his authority to cancel the Contract under this condition, he may complete the Works by any means independently without risk and cost of the original contractor.

On cancelation of contract, the performance security and retention money upto last paid RAR shall be forfeited. ALL T&P and material of contractor lying at site shall be confiscated by Government and shall be absolutely at the disposal of the president of India and No compensation whatsoever shall be allowed by the department.

If the failed contractor is a Company, or a Firm then every member/partner/ Director of Company, or Firm shall be barred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any otherCompany/Firm."

### **MILITARY ENGINEER SERVICES**

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

nendm ent No	Page No	Particulars
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20 Condition 54, Paras after 54(d) and Substitute existing contents with following:-21

"The Accepting Officer may without prejudice to any other right or remedy whichshall have accrued or shall accrue thereafter to the Government, cancel Contract as a whole or only such Work Order(s) or items of Work in default from the Contract. Whenever the Accepting Officer exercises his authority to cancel the Contract under this condition, he may complete the Works by any means independently without risk and cost of the original contractor.

On cancelation of contract, the performance security and retention money upto last paid RAR shall be forfeited. ALL T&P and material of contractor lying at site shall be confiscated by Government and shall be absolutely at the disposal of the president of India and No compensation whatsoever shall be allowed by the department.

If the failed contractor is a Company, or a Firm then every member/partner/ Director of Company, or Firm shall be barred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other Company/Firm."

44 25 (i) Condition 67(a), line 10

For : "Security Deposit or Security Bond amount"

**Read**: "Performance Security amount (or from the Contractor's Standing Security Deposit amount or Security Bond if Performance Security amount is not adequate)"

26 (ii) Condition 67(g), line 5

For : "Security Deposit or Security Bond amount"

**Read**: "Performance Security amount (or from the Contractor's Standing Security Deposit amount or Security Bond if Performance Security amount is not adequate)"

45 26 (a) Condition 68

Existing contents shall be substituted as under:-

- **\*\*68. Refund of Performance Security:-** The Performance Security Deposit mentioned in Condition 19 above may be refunded to the Contractor after the expiration of the defects liability period (vide Condition 46) by the G.E. provided always that the Contractor shall first have been paid the Final Bill and have rendered a No-Demand Certificate (I.A.F.W.-451)."
- 46 26 (a) Condition 70 **Arbitration**: sub para 3 Deleted the existing contets and shall be substitude as 'BLANK'
- 47 13 Add a new Condition 19 Performance Security as under:-

"19. Performance Security:-

- 19.1. Within 28 days of receipt of the Letter of Acceptance, the successful contractor 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.
- 19.2. If the performance security is provided by the successful Contractor 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.

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### **MILITARY ENGINEER SERVICES**

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT(CONTD)

	Amendm ent	Page No	Particulars
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47 (Contd...)

- 19.3. Failure of the successful contractor to comply with the requirements of subclause 19.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO, Issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.
- 19.4. All compensation or other sums of money payable by the contractor 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 or from any sums which may be due or become due to the contractor 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 contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof. 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.
- 19.5. In the event of contract being cancelled, under Condition 52, 53& 54 of General Conditions of Contract, the Performance security shallbe forfeited in full and shall be credited into Consolidated Fund ofIndia."

## 48 17

### Condition 46, Second Para, lines 1 to 5

and 18

**For** : "Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of a twelve calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") that any work has been executed with unsound, imperfect or unskilful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract......."

**Read**: "Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of:-

- (a) Thirty six calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") for Runway works, Marine & Harbour works, High Altitude works & Specialist works of Hospitals & Medical Equipment/Medical Gas.
- (b) Twenty four calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") for works other than mentioned in sub para (a) above.

(The period of defects liability period shall be specified in the tender documents.)

that any work has been executed with unsound, imperfect or unskilful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract....."

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### **MILITARY ENGINEER SERVICES**

### AMENDMENT TO GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989) PRINT (CONTD)

Amendm ent No	Page No	Particulars
1	2	3

49 17 <u>Condition 46, Inspection of the Works, Second sub para</u>

**For:** "Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of:-

- (a) Thirty six calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") for Runway works, Marine &Harbour works, High Altitude works & Specialist works of Hospitals & Medical Equipment/Medical Gas.
- (b) Twenty four calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") for works other than mentioned in sub para (a) above.

**Read:** "Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of:-

- (a) Thirty six calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") for Runway works, Marine & Harbour works, High Altitude works & Specialist works of Hospitals & Medical Equipment/Medical Gas.
- (b) Twelve calendar months after the works have been handed over to the Government (hereinafter referred to as the defects liability period") for works of Periodical services and Welcome Maintenance, Minor works and Revenue Works and Works for Maintenance & Operation Including Repairs and Works for Maintenance & Repair/Replacement.
- (c) Thirty days or date of taking over of the installation by MES, whichever is earlier, for works of "Manning & Operation" & "Maintenance & Operation" involving predominantly outsourcing of service through Development of Manpower/Workforce and not involving Repair/Replacement.
- (d) Twenty four calendar months after the works have been handed over to the Government (hereinafter referred to as the "defects liability period") for works other than mentioned in sub para (a) to (c) above.

Signature of Contractor Dated :

AGE (Contracts)
For Accepting Officer

## **SCHEDULE OF MINIUM FAIR WAGES**

1	It is	hereby	agreed	that	"Schedule	e of	Minimu	ım Fair	Wages"	as	publishe	ed by	Govt	of Ir	ndia/	State
Govern	ment/	Govern	ment lo	cal au	thorities w	hich	ever is h	nighest	and which	n spe	ecifies m	ninimu	um rate	s of	wage	es for
various	cate	gories of	workma	an as	applicable	on t	he last o	due date	e of receip	ot of	this ten	der sh	nall forn	n pa	art of t	hese
tender o	docun	nent.														

- 2. The minimum rates of wages shall consist of all inclusive rates and include also the wages for weekly day of rest.
- 3. My/Our signature here under amount to my/our having signed the aforesaid documents forming part of this tender.

Signature of Contractor Dated :

AGE (Contracts)
For Accepting Officer

#### **SPECIAL CONDITIONS**

#### 1. **GENERAL**

1.1. The following Special conditions shall be read in conjunction with General Condition of Contracts, IAFW-2249(1989 Print) including errata and amendments thereto IAFW-1779A (Revised 1955) including all errata and amendments thereto. If any provision in this Special Conditions is at variance with the provisions in the above mentioned documents the former shall take precedence there over.

#### 2. **GENERAL SPECIFICATIONS**

2.1. The term General Specification used in any of the documents forming part of this contract refers to the specifications contained in MES Schedule.

# 3. **INSPECTION OF SITE**

- 3.1. The tenderer is advised to contact the GE for the purpose of inspection of site (s) and relevant documents other than those sent herewith, who will give reasonable facilities for the purpose. The tenderer shall also make themselves familiar with the working conditions, accessibility of site(s), available of materials and other cogent conditions, which may effect the entire completion of work under this contract.
- 3.2. The tenderer shall be deemed to have inspected the site(s) and made themselves familiar with the working conditions, wheather they have actually inspected the site(s) or not.

## 4. AVAILABILITY OF LAND FOR STORAGE OF MATERIALS, ACCOMMODATION FOR LABOUR ETC

- 4.1. Delete the following in Para 1 of Condition 24 of IAFW-2249(1989 Print) General Conditions of Contracts "In the event of the areas of land ....... allotted to him" and the following shall be read inconjunction with Condition 24 of IAFW-2249:-
- 4.2. The contractor shall be permitted to store his materials including erecting temporary sheds thereof, temporary workshops and the like at the area of land, marked for this purpose on the site plan shown by the GE free of rent, if it is in class A-1 land, for other types of land he shall be charged license fee of Re. 1.00 per year or part of year for each and every separate area of land allotted to him. No land shall be allotted to the contractor for construction of huts for accommodation of labour.

# 5. **ROYALTIES**

5.1 Condition 14 of General Conditions of Contracts (IAFW-2249) is not applicable to this contract.

# 6. **CONDITIONS OF WORKING**

- 6.1 The works lies in Restricted Area. The restrictions for entry to work site and conditions of working in restricted area shall be as under:-
- 6.2 **Entry And Exit**: The contractor/his agents/representatives/workmen etc. and his materials, carts,trucks or other means of transport etc. will be allowed to enter through and leave from only such gate or gates and at such times as the GE or authorities in charge of the restricted area may at their sole discretion permit to be used. Contractor's authorised representative is required to be present at the places of entry and exit for purpose of identifying his carts, trucks, etc. to the person in charge of the security of the restricted area.
- 6.3 **Identity of Workmen**: Every workman shall be in possession of an identity card. The identity cardshall be issued after a thorough investigation of antecedents of the labourers by the contractor and attested
- by Officer-in-Charge of the unit concerned in accordance with the standing rules and regulations of the unit. Contractor shall be responsible for conduct of his workmen, agents or representatives.
- 6.4 **Identity card or Passes**: The contractor, his agent and representatives are required individually to bein possession of an identity card or pass which will be examined by the security staff at the time of entry into or exit from the restricted area at any time or number of times inside restricted area.

# SPECIAL CONDITIONS (Contd.....)

**Search**: Through search of all persons and transport shall be carried out at each gate and for asmany times the gate is used for entry or exist and may also be carried out any number of times at the site within the restricted area.

- Working Hours: The units controlling restricted area, usually work during six days in a week andremain closed on the 7<sup>th</sup> day. The working hours available to the contractor's labour and staff are however appreciately reduced because of the time of entry and exist during working hours. The exact working hours, working days and number of working days observed for these restricted area(s) where works are to be carried out shall be deemed to have been ascertained by contractor before submitting his tender. The tenderer's attention is invited to the fact that number of working hours for a unit are prescribed in regulations and that they cannot be increased by the Garrison Engineer or authorities controlling the restricted area. The definition of "working days" as given under condition 1(t) of IAFW-2249 does not apply in case where the works are carried out in restricted area.
- 6.7 **Working on Holidays**: The contractor shall not carry out any work on gazetted holidays, weeklyholidays and other non working days except when he is specially authorised in writing to do so by the Garrison Engineer. The GE may at his sole discretion declare any day as holidays or non working day without assigning any reasons for such declaration.

#### 6.8 Fire Precautions:

- (i) The contractor, his agents, representatives, workmen etc. shall strictly observe the order pertaining to fire precautions prevailing within the restricted area.
- (ii) Motor transport vehicle, if allowed by the authorities to enter the restricted area must be fitted with the serviceable fire extinguisher.
- 6.9 Female Searcher: If the contractor desires to employ female labour or works to be carried out insidethe area of factory, depot, park etc, and a female searcher is not borne on the authorised strength of the factory, depot, park etc. at the time of submission of tender, he shall be deemed to have allowed in his tender for pay and allowances etc. for a female searcher (Class IV servant) calculated for the period female labourers during any month and female's searcher(s) has/have to be employed in additional female searchers shall be distributed on equitable basis between the contracto s employing female labour taking into consideration the value period of completion of their contracts. The GE's decision in regard to the amount payable on this account by any contractor shall be final and binding.

# 7. RE-IMBURSEMENT / REFUND ON VARIATION IN "TAXES DIRECTLY RELATED TO CONTRACT VALUE

- (a) The rates quoted by the contractor shall deemed to be inclusive of all taxes (including GST on materials, on works contracts, Turnover Tax, Labour welfare cess etc.), duties, Royalities, Octroi& other levies payable under the respective statutes. No reimbursement/refund for variation in rates of taxes, duties, Royalities, Octroi& other levies, and/or imposition/abolition of any new/existing taxes, duties, Royalities, Octroi& other levies shall be made except as provided in subpara (b) here-in-below.
- (b) (i) The taxes which are levied by Govt at certain percentages rates of contract sum/Amount shall be termed as "taxes directly related to contract value" such as GST on work contracts, Turnover Tax, Labour welfare cess/tax 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 contractor and any decrease in percentage rate of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be refunded by the contractor to the Govt/deducted by Govt from any payments due to the contractor. Similarly imposition of any new "taxes directly related to contract value" after the last due date for receipt of tenders shall be reimbursed to the contractor and abolition of any "taxes directly related to contract value" prevailing on last due date for receipt of tenders shall be refunded by the contractor to the Govt/deducted by the Govt 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 values", give written notice thereof to the GE stating that the same is given pursuant to this Special Condition, together with all information relating there to which he may be in a position to supply. The contractor shall submit the other documentary proof/information's as the GE may required.

# **SPECIAL CONDITIONS (Contd.....)**

- (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 authorised representative of Govt, and shall further, at the request of the GE furnish, verified in such a manner as the GE may require, any documents so kept and such other informations as the GE may require.
- (iv) Reimbursement for increase in percentage rates/imposition of "taxes directly related to contract value" shall be made only if the contractor necessarily & properly pay 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 submitsdocumentary proof for the same as the GE may require

#### 8. **CONTRACTOR'S REPRESENTATIVES AND WORKMEN**

- 8.1 The contractor shall employ only Indian Nationals as his representative, Servants and workmen after verifying their antecedents and loyalty. He shall ensure that no person of doubtful antecedents and Nationality is, in any way, associated with the works. If for any reasons of Technical collaboration or 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. As a proof that the contractor has employed only Indian Nationals, he shall render a certificate to GE within one month from the date of acceptance of the tender to this effect. In case the GE desires, contractor will have the police verification done of personnel employed by him.
- 8.2 The GE shall have full powers and without giving any reason to order the contractor immediately to cease to employ, in connection with his contract, any agent, servant or employee whose continued employment is,in his opinion, undesirable. The contractor shall not be allowed any compensation on his account.
- 8.3 The contractor's attension is also drawn to condition 25 of IAFW-2249 in this connection.

# 9. **OFFICIAL SECRET ACT**

**9.1** Refer condition 2A of General Conditions of Contracts IAFW-2249. The Contractor's attention is invited to the Indian Official Secret Act 1923 (XIX of 1923), particularly Section 5 thereof. The contractor shall be bound by the provisions of this Act.

# 10. **SECURITY OF CLASSIFIED DOCUMENTS**

10.1. Contractor's special attention is drawn to condition 2 A and 3 of General conditions of contract IAFW-2249. The contractor shall not communicate any classified information regarding work either to subcontractors or others without prior approval of Engineer-in-Charge. The contractor shall also not make copies of the design/drgs and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of contract. The contractor shall along with final bill attach a receipt from the Engineer-in-Charge in respect of his having returned the classified documents as per condition of General Conditions of Contract.

# 11. MINIMUM WAGES PAYABLE

- 11.1 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/Union Territory whichever is higher.
- 11.2. Contractor's attention is also drawn, amongst other things to the explanations to the schedule of minimum wages referred to above.
- 11.3. The fair wages referred to in Condition 58 of IAFW-2249 will be deemed to be the same as the minimum wages, referred to above as upto date from time to time.
- 11.4. Schedule of minimum wages are not enclosed alongwith tender documents. However contractor shall be deemed to have verified the minimum fair wages payable as on the last due date of receipt of tender.
- 11.5. 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.
- No payments will be made unless proof of payment of wages to the workmen is submitted by the contractors /firms. In case payments are made in current coins or currency notes, certificate will be submitted by the contractor/ firm along with undertaking by the concerned workmen asking for payment other than by cheque or by crediting in the bank account of the employee/ workmen.

# **SPECIAL CONDITIONS (Contd.....)**

# 12. CO-OPERATION WITH OTHER AGENCIES AT SITE OF WORK

12.1 The contractor shall permit free access and generally afford reasonable facilities and usual conveniences to other agencies or department workman to carry out their part of the work, if any, under separate arrangements. The contractor shall not be allowed any extra payments on this account.

#### 13. **WATER**

- 13.1 Refer Condition 31 of General Conditions of Contracts (IAFW-2249) and clause No. 4.9, 5.18 & 14.11 of MES Schedule of Rates Part-I. If the contractor desires to buy water from Govt, the same will be supplied by the department. Water at the flat rate of Rs 3.75 for every Rs. 1000.00 worth of work done priced at contract rate. The supply of water may however not be continuous, the contractor shall be deemed to have ascertained the hours of availability of water before submitting his tender. MES do not guarantee the output of water supply or breakdown in the system or supply if insufficient.
- 13.2 The contractor, if he so desires, will be allowed to augment the water supply by boring wells at his own cost at site(s) approved by the Garrison engineer. On completion of the work, the contractor shall remove pipes etc installed and make good the site as directed by Engineer-in-Charge without any extra cost to the Government. The contractor shall, however, ensure that water drawn from such sources is clean and free from all impurities and is suitable for mixing of concrete, mortar, washing, aggregate and curing of concrete as specified in IS-456

# 14. SUPPLY OF ELECTRICITY

- 14.1 If the contractor desires to buy electricity, the electric supply will be made available by the MES and shall be charged for the electric energy consumed for execution of works at the following rates:-
  - (a) At Rs.11.66 per unit for lighting/power.
- 14.2 Electric supply required for works shall be made available by MES at the point(s) as shown on site plan/near site of work (exact location to be ascertained from the GE before tendering) up to a maximum load of 5 KW 3 phase. The main switch and meters to register the electric energy supplied shall be provided and installed by MES. The contractor shall provide all necessary connections, cables, fittings etc from the main switch in order to ensure a proper and suitable supply of electricity for the execution of work. Contractor's all installation shall conform to and be strictly in accordance with Indian Electricity Act and moreover the layout of cable etc. shall be as plan approved by the Engineer-in-Charge. Any risk either for materials or personnel will be the contractor's responsibility.
- 14.3 GE or his representative shall be free to inspect the power consuming devices or any electrical line provided by the contractor. Any devices or electrical lines provided by the contractor which is not to the satisfaction of the GE, shall be disconnected from the supply, if so required by him.
- 14.4 MES do not guarantee for continuity of supply and no compensation whatsoever shall be allowed for supply becoming intermittent or for break down in the system.

#### 15. **SAMPLES OF MATERIALS**

- 15.1 Refer condition 10 of IAFW-2249 and clause 1.6 and 1.7 of MES Schedule, Part- I.
- 15.2 Materials provided by the contractor for incorporation in the work shall be of makes as given in PS.
- 15.3 The contractor shall not procure materials unless the samples are got approved by the GE.
- 15.4 The tenderer is advised to inspect the materials which are displayed in the office of GE, before submitting his tender. The tenderer shall be deemed to have inspected the samples and satisfied himself as to the nature and quality of materials he is required to incorporate in the work irrespective of whether he actually inspected them or not.
- 15.5 The order of precedence for acceptance of materials shall be as under:-
- 15.5.1 Materials of makes as given in Schedule 'A'.
- 15.5.2 Materials of makes given in Particular Specifications.

# SPECIAL CONDITIONS (Contd.....)

- 15.5.3 Materials whose makes are not given in Schedule 'A' / Particular Specifications, then such material shall be ISI marking. IS means Indian Standards as issued by the Bureau of Indian Standards. Wherever in the specifications IS is referred to, it means the edition with all amendments, current on the due date of receipt of the tender documents. In case of non manufacture of ISI marked materials, materials shall confirm to relevant ISI.
- 15.5.4 In case of non-availability of materials at (a), (b) & (c) above, best available materials in the market as desired in clause 1.3 (b) of SSR 2009 Part I and approved by GE.
- 15.6 The cost of particular item of material in a contract exceed Rs. 1 Lakh, these materials shall be procured only from the manufactures or from their authorized dealers / stockiest (except in case of materials of local origin) and the contractor shall furnish proof thereof to the satisfaction of the GE that the material so comply.

# 16. RECORD OF MATERIALS AND PURCHASE VOUCHER

- The quantity of materials such as cement, steel, WPC, paints, chemicals for ani termite treatment , major E/ M equipments like transformers, DG sets, pumps, motors, AC, lift, VCBs, RMUs, LT panels etc. and the like, as directed by the Engineer-in-Charge (The quantity of which cannot be checked after incorporation in the works), shall be recorded in measurement books and signed by the contractor and the Engineer-in-Charge as a check to ensure that the required quantity has been brought to site for incorporation in the work.
- Materials brought to site shall be stored as directed by the Engineer-in-Charge and those already recorded in measurement book shall be suitably marked for identification.
- 16.3 The Contractor shall produce vouchers /invoices from the manufacturers and /or the authorized agents for the full quantity of the materials before submitting claims for payment for advances on account of the work done and/or materials collected in the accordance with condition 64 of General Conditions of Contracts-IAFW-2249.
- 16.4. The contractor shall on demand produce to the GE the original receipted vouchers/invoices in respect of the supplies Vouchers/invoices so produced and verified shall be stamped by the Engineer-in-Charge indicating contract number, name of work, under his dated signature. The contractor shall ensure that the materials are brought to site, in original sealed containers/packing bearing manufacturer's marking except in the case of the requirement of material being less than smallest packing.
- 16.5. The vouchers/invoices will clearly indicate the contract number and the IS No., specific alternative to which the material conforms in case of various alternative in IS.

# 17. RECORD OF CONSUMPTION OF CEMENT

- 17.1 The contractor shall maintain a pucca bound register with serially numbered pages with all pages initialed by the Engineer-in-Charge against numbering, showing quantities of cement received, used in work and balance at the end of each day. The form of record shall be as approved by the Engineer-in-Charge. The register shall be signed daily by representatives of MES and the contractor in token of verification of its correctness and will be checked by the Engineer-in-Charge, at least once in a week.
- 17.2 The register shall be kept at site in the safe custody of the contractor's representative during the progress of the work and shall on demand be produced for verification to the inspecting officer(s).
- 17.3 On completion of the work the contractor shall deposit cement register with the Engineer-in-Charge for record.

# 18. <u>VALIDITY OF TENDER.</u>

18.1 The tender shall remain open for acceptance for a period of 60 (sixty) days from the date of its submission.

# 19. RELEASE OF PERFORMANCE SECURITY DEPOSIT.

19.1 Refer Condition 68 of IAFW-2249 General Conditions of contracts.

# **SPECIAL CONDITIONS (Contd.....)**

- 19.2 The Performance Security Deposit shall be refunded to the contractor after the expiration of the defects liability period by the GE, provided always that the contractor shall first have been paid the final bill and have rendered a No-Demand Certificate (I.A.F.W. 451). (See Condition 68 of IAFW-2249).
- 19.3 The defects liability period shall be as follows (See Condition 46 of IAFW-2249) :-

Twelve calendar months after the works have been handed over to the Government.

# 20. **TAXES**

20.1 Tender's rates are inclusive of all taxes and levies payable under the respective statutes including construction labour welfare tax and nothing extra shall be payable to the contractor on this account. The tenderers rates shall also be inclusive of GST on works contracts fixed under Sales tax Act Rule amended up to date as applicable to the concerned State. The Labour Welfare tax shall also be deemed to include in the quoted amount.

# 21. RETENTION MONEY AND COMPENSATION FOR DELAY

21.1 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 price variation under modified Condition 63 of IAFW-2249 shall be taken into account.

# 22. DAMAGE TO EXISTING STRUCTURE/BUILDING AND CLEANING DOWN

Any damage caused to the existing structure during the execution of work shall be made good by the contractor at his own cost. The contractor shall clean all floors, walls, remove cement/lime/ paint marks/drops etc., clean the joinery/glass panes etc., touch up all paint work and carryout all other necessary items of work in connection therewith and leave the site of work clean and tidy on completion. Rectification/making good etc. shall conform to the standard of materials and workmanship originally used in the work and finished work shall match with existing work in all respects to the entire satisfaction of the Engineer-in-Charge. In case of any dispute on this account, the matter shall be referred to the GE whose decision in writing shall be final, conclusive and binding.

# 23. **EMPLOYMENT OF FEMALE LABOUR**

If the contractor desires to employ female labour on works to be carried out inside the area of a Factory, Depot, Park etc. and a female searcher is not borne on the authorised strength of the Factory, Depot, Park etc. at the time of submission of the tender, he/she shall be deemed to have allowed in his tender for pay and allowances etc. for a female searcher (Class IV servant) calculated for the period female labour employed by him/her inside that area. If more than one contractor employees female labour during any month and female searcher(s) has/have to be employed in addition to the authorised strength of the Factory, Depot, Park etc. the salary and allowances paid to the additional female searcher(s) shall be distributed on an equitable basis between contractors 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 contractor shall be final and binding.

# 24. WATCH / LIGHTING

24.1 The contractor shall at his own cost take all possible precautions to ensure safety of life and property by providing necessary fencing, barrier, light, watchmen etc., during the progress of work and as directed by the Engineer-in Charge.

# 25. **CLEANING DOWN**

25.1 Refer condition 49 of IAFW-2249. The contractor shall clean all floors, remove cement, lime or paint drops, clean joinery, galss panels etc., touch up all paint work and carry out all necessary items of work in connection therewith 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.

# **SPECIAL CONDITIONS (Contd.....)**

20. HANDING OVER OF SITE	26.	<b>HANDING</b>	<b>OVER</b>	<b>OF SITE</b>
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26.1 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 contractor will have to arrange his working programme accordingly. No claim whatsoever, for not giving entire site on award of work and for giving site gradually, will be tenable.

Signature of Contractor

AGE (Contracts)
For Accepting Officer

Dated:

#### **PARTICULAR SPECIFICATIONS**

# REPAIR OR REPLACEMENT OF EXTERNAL GI CI DI PPR PIPELINE AND REPAIR OR CLEANING OF UG SUMP, PS TANK, SWT AND ALLIED WORKS AT 509 SU, AT AF STATION LAITKOR PEAK UNDER GE (I) (AF) SHILLONG

### 1. **GENERAL REQUIREMENT**

- 1.1 These particular specifications shall be read in conjunction with MES Schedule.
- 1.2 General specifications referred to/mentioned in IAFW-2249 and in other tender documents mean specifications including these provision and preamble given in MES Schedule.
- 1.3 Reference to some paragraphs of MES schedule has been made in these particular specifications but other paragraphs and provisions as applicable are also to be followed e.g., reference to paras pertaining to general workmanship for brick work, joinery, iron and steel work etc. have not been made but provisions therein as required for work are applicable.
- 1.4 Where specifications for any item of work are not given in MES Schedule or in these particular specifications, specifications given in relevant Indian Standard Specifications or mode of practice shall be followed.
- 1.5 Where specifications/provisions given in these particular specifications are at variance with the provisions/specifications given in these particular specifications shall be followed.
- 1.6 **SCOPE OF WORKS**. This contract included for full final and entire completion of works described in Schedule 'A', specifications in these particular specifications and/or shown on drawings, if any, forming part of the tender documents.

#### 1.7 **MATERIALS**.

- 1.7.1 All materials to be supplied by the contractor for incorporation in the work shall conform to relevant specifications. In case specification of any materials needed for incorporation in work is not contained in any of the contract documents, the specifications of such materials proposed to be incorporated in the work shall be got approved in writing from the GE before their incorporation in work, whose decision with regard to quality shall be final and binding. The contractor shall not procure materials unless the samples are first got approved from the competent Engineer Authority.
- 1.7.2 As far as practicable all manufactured materials/articles other than these manufactured in contractor's workshop and those of local origin, shall bear IS certification mark. In case, any articles does not bear any IS certification marks being not manufactured with IS marks but conforming to the relevant IS specification and is proposed to be incorporated in the work, samples of the same shall be got approved in writing from GE before incorporation in the work. The contractor shall submit sufficient evidence to the GE to show that such articles conform to the relevant IS specification and no adjustment shall be made on this account.
- 1.7.3 Manufactured materials/articles shall be brought at site in original sealed containers/packing bearing manufacturer's marking unless the quantity required is a fraction of the smallest packing.
- 1.7.4 Materials of proprietary nature such as lime, water proofing compound, paint and the like, quantity of which cannot be checked after incorporating in the work shall be entered in MB under heading 'NOT TO BE ABSTRACTED' as soon as these are brought at site. These records shall be signed both by the Engineer-in-Charge and the authorised representative of the contractor. The contractor is required to obtain these materials direct from manufacturers or their authorised dealers. The contractors shall submit to Engineer-in-Charge original stamped receipt bills along with the relevant invoice of the manufacturer's or their authorised dealers (if any) in support of having brought the full quantity required for incorporating in the work. These vouchers shall be endorsed, dated and initialed by the Engineer-in-Charge giving CA NO and Name of work etc and certified copy of each of such vouchers signed by both the Engineer-in-Charge and the contractor shall be kept in MES Records with GE.
- 1.7.5 Further, the contractor shall be liable to produce any other voucher etc, in respect of other items/materials as and when asked by the GE/Engineer-in-Charge. The Engineer-in-Charge shall keep the xerox copies duly certified by him and return the originals to the contractors, and shall deface such vouchers to prevent its misuse.
- 1.7.6 When the cost of each category of materials is less than Rs. 1000/- production of vouchers may not be insisted upon if the GE is otherwise satisfied with the quality and quantity of materials.
- 1.7.7 The contractor shall carryout such instructions that are given to him in writing by the Engineer-in- Charge to ensure that full quantity of such materials goes into the work.
- 1.7.8 Materials such as sand, aggregate etc shall generally conforming to the samples kept in GE's office in addition to their conformity with relevant specifications given in the tender documents. The samples of all such materials shall be got approved from GE in writing before these materials are brought to site in bulk. In case of any difference between samples kept in GE's office and as that specified in respective IS, the specifications laid down in IS shall take precedence. In case of any difference in opinion between GE and contractor in this regard, the decision of CE shall be final and binding. The sources of some of the materials are indicated below for contractor's guidance only:-

MATERIALS SOURCES

(a) Fine Sand - Mylliem/ Happy Valley
(b) Coarse Sand - Mylliem/ Happy Valley

(c) Stone aggregate - Mylliem/ Happy Valley or Laitkor Peak

#### **PARTICULAR SPECIFICATIONS**

- 1.7.9 Lime shall conform to IS-712-1984. Lime for white/colour wash shall be fresh burnt fat lime (Class 'C').
- 1.7.10 Letters conveying approval of samples/materials of GE/Engineer-in-Charge will, interalia, mention sources of supply, name of manufacturer's trade name/brand (as applicable) and reference to clause of tender documents containing specifications of particular materials.

#### 1.8 **TESTING OF MATERIALS**

1.8.1 Contractor shall carry out the testing of materials in Site Lab/Zonal Lab/SEMT, Pune/Engineering College as specified in respective clauses and Appendix 'B' to Particular specifications here-inafter. The contractor shall provide all the materials required for the purpose of testing including labours, moulds and transportation facilities without any extra cost to the Department. The contractor shall bear the cost of testing charges of materials in Zonal Lab/SEMT, Pune/Engineering College.

# 1.9 <u>'A' LEVEL TEST AT CONTRACTOR'S SITE LAB:</u>

- 1.9.1 The contractor may set up a Site laboratory at his option for testing of materials (except Schedule 'B' materials) for 'A' level Testing as listed in Appendix 'C' here-in-after. The contractor shall arrange all equipment/machines for the tests specified in Appendix 'C' here-in-after as 'A' level tests at his own cost with prior approval of GE. This cost shall be included in the quoted unit rate/lump-sum quoted by the contractor. The contractor shall employ a competent technical representative as approved by the GE for the purpose of testing and all such tests shall be carried out in the presence of Engineer-in-Charge. The successful tests result thereof shall be recorded and signed jointly by the contractor and the Engineer-in-Charge. The charges for these tests i.e 'A' level tests carried out in Site laboratory of the contractor shall not be recovered by the Govt. In case, the contractor has not set up the site laboratory and the tests are carried out in zonal or any other MES laboratory setup/approved by GE, the recovery shall be made at rates applicable i.e as given in Appendix 'B' here-in-after.
- 1.9.2 'B' & 'C' Level Tests: For tests of 'B' and 'C' level as indicated in Appendix 'C' here-in-after, the contractor shall provide all facilities for testing of materials at Zonal laboratory/Govt. approved laboratories or Test House/Engineering Colleges at his own cost. The quoted unit rates/lump sum/rates quoted by the contractor shall deemed to be inclusive of these tests. The rates of various tests conducted in Laboratory of MES are indicated in Appendix 'C'. The contractor shall bear the actual charges of 'C' level tests (to be done in labs other than MES labs) irrespective of rates indicated in Appendix 'C'. Wherever it is convenient to get 'B' level test done at approved test house/Engineering College, the same can be done at the cost of the contractor and no separate recoveries will be made by the Department for the same.
- 1.9.3 The recoveries on account of testing charges wherever applicable shall be effected from the running account payments due to the contractor payable after completion of the respective tests or whenever the test is due whichever is earlier.

#### 2. <u>EARTH WORK AND EXCAVATION</u>

- 2.1 <u>Excavation in Trenches for Foundations</u>. Excavation in Trenches for Foundations not exceeding 1.5 mtr in width and excavation for manholes, shafts, cess-pits, wells and the like not exceeding 10 Sqm on plan shall be described as 'excavation in trenches'.
- 2.2 <u>Filling Excavated Earth in Foundation Trench, in Plinth and Under Floor etc.</u> The earth used for filling shall be free from salts, organic or other deleterious matter. Highly expensive soils like black cotton soil shall not be used, unless so specified. All clods of earth exceeding 50mm shall be broken or removed. Earth obtained from borrow pits and surplus earth from excavation, if any, shall be directly used for filling and double handling avoided.
- 2.3 Excavation in Post Holes. Excavation in independent post holes (or similar holes) each not exceeding 0.5 cum shall be described as 'excavation as post holes' and shall include return, fill in, ram and removal of surplus spoil
- 2.4 <u>Surface Dressings</u>. Trimming of Natural ground, rough excavated surfaces and filled up area to remove vegetation and/or small inequalities not exceeding 15 cm deep shall be described as 'surface dressing'.
- 2.5 <u>Removal of Surplus Soil</u>. Surplus soil or rubbish obtained from excavation shall be deposited at low land defence area as directed by Engr-in-Charge.
- 2.6 Earth obtained from excavation shall be used for returning filling and free from salts, organic or other deleterious matter and surplus soil shall be deposited at low laying area in diffence land.
- 2.7 Hard Core:-The material used in hardcore shall be crushed/broken stone aggregates of gauge not exceeding 63 mm conforming to IS 383. The hardcore shall be spread, watered and well rammed and each layer not exceeding 75 mm.
- 2.8 Excavation and earth work involved in this contract shall be soft/loose soil to the depth and gradient as required at site and ordered by Engineer-in-Charge.
- 2.9 If hard rock is met within excavation, the same shall become the property of the Government and entered in the measurement book duly signed by Engineer-in-Charge and the contractor.

# PARTICULAR SPECIFICATIONS (Contd.....)

# 3.0 Method of Water Tank Cleaning

#### 3.1 Mechanised dewatering:

- (i) The tanks shall be emptied by pumping.
- (ii) Then de-silting and removing of left over dirty water up to 100 to 150 mm in the bottom of the tankand sludge with special sludge/suction pump
- 3.2 <u>Sludge Removal and high pressure cleaning:</u> The inside surfaces of the tank shall be thoroughly scrubbed with brush and using Rotary jet application at 80-80 Bar pressure which dislodges the layer of dirt, algae, fungus stuck on its surface and the scraped dirt/ dust/ debris/ scales/ encrustations be removed from the tank by means of Slurry Vacuum pump.
- 3.3 <u>Vacuum Cleaning</u>: The dirt, silt and other foreign material should further be removed by Industrial vacuum Cleaners to make the floor totally dirt free.
- 3.4 <u>Anti-Bacterial Spray</u>: Anti-bacterial agents/chemicals (Non toxic/biodegradable/eco friendly) should be sprayed on the walls to ensure total sterilization of tank from the inside.
- 3.5 <u>Cleaning</u>: Cleaning the walls and bottom of tank by soap solution, disinfection and finally cleaning the surface with fresh water complete.
- 3.6 <u>UV Radiation</u>: Inside of the tank should be treated with specially developed ultraviolet radiator to kill further suspended/floating bacteria in order to make the tank totally clean, bacteria free and safe for storage of drinking water. In short, disinfection is to be done by UV Radiation.
- 3.7 <u>Treatment of cracks</u>: Cracks other than hairline cracks, if any shall be widened, freed from loose particles to form V grooves. The grooves shall be filled by acrylic polymer modified cement: quartz sand mortar, as per the direction of the manufacturer.
- 3.8 After drying up, the tank shall be ready for use.
- 3.9 The ways / operation for cleaning tanks / specifications narrated in the financial bid shall be followed strictly by the contractor without any negligence.
- 4.0 Successful tenderer should submit the detailed procedure of treatment and get it approved.
- 4.1 Cleaning will be done as per direction of engr-in-charge. Periodicity has to be maintained strictly as per the dates of cleaning. The same should be done in on consultation with the engineers.
- 6.0 **PAINTING (ETC)**
- 6.1 **GENERAL**For paints and allied materials refer para 17.2 of MES Schedule part-I.
- 6.2 Synthetic enamel paint shall be of 1st grade quality and of any of the following make as approved by GE:-

(a) BERGER : LUXOL

(b) JENSON & NICHOLSON : BROLAC

(c) ASIAN : APCOLITE, Premium glossy

#### 6.3 **WORKMANSHIP**

- 6.3.1 For painting works generally refer para 17.3 of MES Schedule Part-I.
- 6.3.2 In case under coat is not done within 6 months of application of primer, the primer coat shall be redone without any extra cost. Priming coat shall be done to doors and windows surfaces etc, irrespective of the fact that these surface are already having shop coat of painting.
- 6.4 **PAINTING TO STEEL AND IRON WORK** -
- 6.4.1 **GENERALLY**: Refer para 17.8 of MES schedule part-I.
- 6.4.2 All steel work exposed to view, other than galvanised surfaces, shall be treated with one finishing coat and one under coat of ready made synthetic enamel paint over a coat of red oxide primer as per clause 17.8 of MES Schedule Part-I.
- 6.4.3 Surfaces of structural steel viz trusses, purlins, rafters and bracings etc which are hidden under ceiling shall be given two coats of red oxide primer, one coat before fixing and other coat after fixing. Hold fasts shall be tarred in two coats and sanded.

# PARTICULAR SPECIFICATIONS (Contd.....)

- 6.4.4 Reinforcement shall be left untreated.
- Timber and steel (other than reinforcement) surfaces embedded in earth, concrete or wall/plaster shall be applied with two coats of coal tar. Tarred surfaces shall be sanded before use.
- 6.6 Hidden wood work in ceiling shall be treated with two coats of creosote oil.
- 6.7 Unless otherwise specified here-in-after, wood work and joinery including particle board/plywood surfaces exposed to view shall be treated with one under coat and one finishing coat of synthetic enamel paint over one coat of pink primer as per clause 17.6 of MES Schedule Part-I.
- 6.8 Priming coat shall be applied to surfaces of steel/wood work before fixing in position and under coat and finishing coat after fixing in position. Surface inaccessible for applying further coats shall be painted before fixing.
- Fly proof wire mesh shall be 0.48mm nominal dia and average width of aperture shall be1.40mm.
- 6.9.1 Fly proofing of GI wire mesh shall be treated with a coat of synthetic aluminium paint including preparation of surfaces.
- **NOTE** :- Surface of steel and wood work except that of particle board shall be prepared before painting /polishing.

# 7.0 WATER SUPPLY WORKS

# 7.1 **GENERAL**

- 7.1.1 The work shall be executed by fully qualified plumber/fitter. Evidence of their qualification shall be produced by the contractor on demand by the GE/Engineer-in-Charge.
- 7.1.2 General layout of water supply and fittings shall be as directed.
- 7.1.2.1 <u>Internal Water Supply</u>: The contractor shall indicate the layout of walls lightly in chalk for approval of the Engineer-in-Charge and the actual laying shall be carried out only after approval in writing to the layout is obtained.
- 7.1.2.2 **External Water Supply**: The contractor shall produce the layout on drawing sheet for approval of the Engineer-in-Charge and the actual laying shall be carried out only after approval in writing to the layout is obtained.
- 7.1.3 The following Indian standards shall be applicable in addition to those mentioned in SSR Part-I.

IS No
 Subject
 1172 Basic requirement for water supply, drainage and sanitation (Revised).
 2065 Water supply in Building, code of practice.

- 7.1.4 All materials including fittings, accessories etc shall be of approved make and shall comply with appropriate Indian Standards and ISI Marked. Mild steel galvanized tubes (pipes) and fittings shall bear ISI certification mark with IS-1239 (Part-I). List of make is given in List of makes.
- 7.1.5 Contractor shall provide screwed plugs to all open ends of pipes on completion of works without any extra cost to the department.

# 7.2 **LAYING AND JOINTING OF GI PIPES.**

GI pipe shall be laid and jointed as specified in Para 18.50.1 to 18.50.4 and 18.51.1 to 18.51/5 of MES Schedule Part-I.

- 7.3 **TESTING**. Testing shall be done by the contractor at no extra cost to the Govt. , all as directed by Engineer-in-Charge.
- 7.3.1 <u>Testing of mains after laying</u>: Refer clause 18.54 on page 378 of MES schedule Part-I.
- 7.3.2 <u>Testing of Service Pipes &Fittings</u>: -Refer clause 18.55 on page 378 of MES Schedule Part-I.
- 7.4 **RUBBER GASKET JOINTS**: Refer para 18.48.4 to 18.48.4.4 of MES Schedule (Part-I). Gasket shall be procured from the pipe/pipe fitting manufacturer only and shall confirming to IS-5382.
- 7.5 **CUTTING OF PIPES:** Refer para 18.95.1.4 to 18.95.1.4.3 of MES Schedule (Part-I).

# PARTICULAR SPECIFICATIONS (Contd.....)

- 7.6 **END PREPARATION OF CUT PIPES FOR JOINTING:** Refer para 18.95.1.5 of MES Schedule (Part-I).
- 7.7 **TESTING OF PIPES**: After laying the pipes, testing shall be carried out as per provisions of clause 18.48.7 of MES Schedule (Part-I).
- 7.7.1 A record giving reference to the main points between which each section has been tested shall be maintained by the Engineer-in-Charge and shall be signed by the contractor and the Engineer-in-Charge for the tests mentioned above in a separate register.
- 7.7.2 All testing equipment, materials and labour for testing shall be provided by the contractor at his own expense without any extra cost to the Govt.
- 8.0 MAKES OF EQUIPMENTS/ MATERIAL: Unless otherwise specified in schedule 'A',/BOQ makes of equipments/ materials to be incorporated in the work shall be one of the make as given in List of makes as approved by GE.

**Note**: Makes of items for Schedule 'A'/BOQ which are not covered here-in-above shall be ISI marked, sample of which should be got approved by the GE before bulk procurement.

- 9.0 <u>DISINSFECTION OF PIPING SYSTEM AND STERILIZATION OF MAIN:</u> Refer Para 18.114.6 to 18.114.7 of MES Schedule (Part-I).
- 10.0 **DISMANTLING / DEMOLITION / TAKING DOWN**
- 10.1 The work of dismantling/ demolition/ taking down shall be done carefully and in a workman like manner. Any damage done by the contractor or his workmen to the electric fittings and appliances fitted in the buildings etc while working shall be made good by him at his own expenses. In case it becomes inevitable, the contractor shall dismantle the fittings/ fixtures carefully and re-fix after carrying out repair. Nothing extra shall be paid to him on this account.
- All the materials retrieved from demolition/ dismantling/ taking down shall become the Government property except those listed in Credit Schedule. The rates inserted by the MES or quoted by the contractor (whichever is more) shall be deemed to include removal or disposal of all waste materials from site of work and site shall be left clean and tidy to the entire satisfaction of Engineer-in-Charge.
- 11. SITE CLEARANCE:
- 11.1 Contractor's tender rates shall be interalia deemed to include the cost of disposal of dismantled/demolished and taken down materials from the site and cleaning the site of work on completion and leave the premises neat and tidy.
- 12. **PAID VOUCHERS**:
- 12.1 Paid voucher/invoices shall be produced by the contractor as per requirement before RAR payment on demandfromEngineer-in-charge.

Signature Of Contractor

AGE (Contracts)

For Accepting Officer

# PARTICULAR SPECIFICATION (Contd......)

# APPENDIX 'C'

# MATERIALS AND THEIR TEST

SI No	Material s	Test	Method of test	Frequency of tests of recovery/ test		Level of Test	Approved Rate recovery/ test charges for CTL in Rs.	Remark	
1	2	3	4		5		6	7	8
1.	Bricks	(i) Compressive Strength	IS-3495(Part II)	As per IS-5454 as given under:		'A'	330.00	Checks for visual and dimensional characteristic shall also be carried out as IS-5454	
		(ii)Water Absorption	Do	Lot size	Sample size	Permissible Nosofdefective bricks	'A'	330.00	
		(iii) Efflorescence	Do (Part I)	1001-10000	05	0	'A'	330.00	
				10001-35000	10	0			
				35001-50000	15	0			
2.	Coarse aggrega te	(i)Sieve Analysis	IS-2386(Part I)	One test for every 15 Cum of aggregate or part thereof brought to site		'A'	660.00		
		(ii) Flakiness Index -	do - do	- do -	- do - do _A' 25		250.0 <b>%</b>	250.00	
		(iii) Estimation of deleterious materials	do				'A'	600.00	
		(iv) Organic Impurites	do (Part II)	One test per source of supply Regularly as required One test for each source of supply		'C'	275.00		
		(v) Moisture Content	do			'A'	330.00		
		(vi) Specific gravity	do			'B'	330.00		
3	Fine aggrega te	(i)Sieve Analysis	IS-2386(Part I)	One test for every 15 Cum of aggregate or part thereof brought to site  - do - do _A' 25		'A'	660.00		
		(ii) Test for clay,silt - and impurities	do -do (Part II)			250.0 <b>%</b> '	500.00		

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# PARTICULAR SPECIFICATION (Contd......)

APPENDIX 'C'

# **MATERIALS AND THEIR TEST**

1	2	3	4	5	6	7	8
		(iii) Organic Impurites	do	One test per source of supply	,C,	275.00	
		(iv) Moisture Content	do	Regularly as required subject to 2 tests/day when	'A'	330.00	
				being used			
		(v) Specific gravity	do	One test for each source of supply	'B'	330.00	
4 Cement		(i) Setting time	IS-4031-63 affirmed 1980	Once for each consignment or as and when required	'B'	500.00	
		(ii) Soundness	do	do	'B'	550.00	
		(iii) Compressive Strength	do	do	'B'	550.00	
		(iii) Fineness	do	do	'B'	275.00	
5.	All type tiles	(i) Water Absorption	IS-777	06 tiles out of 18	'B'	330.00	
		(ii) Wet transverse strength	do	do	'B'	660.00	
		(iii) Resistance to wear	do	do	,C,	1000.00	
6.	Water for constructi on purpose	(i) Test for acidity	IS-4564 3015	Once at the stage of approval of source of water	'B'	500.00	
		(ii) Test for alkainity	do	do	'B'	500.00	
		(iii) Test for total dissolved solid contents(TDS)	do	do	'B'	500.00	

#### Notes:

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(i) 'A' – Site Laboratory;

(ii) 'B'- CTL/ Zonal laboratory;

(iii) 'C' – Approved tests Lab/Engineering College

(b) The above materials mentioned here-in-before, the testing shall be carried out for those materials only, which are to be incorporated under the subject work.

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