

MILITARY ENGINEER SERVICES

GARRISONENGINEERNAVYPORBANDAR

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(Signature of Contractor)

AGE (Contracts)
For Accepting Officer

REGISTERED/ACKDUE

Garrison Engineer Navy
TijaMile, Post Box No.66
Porbandar – 360 575

No.8862/Okha/ /E8

15 Oct 2024

M/s_____

NAME OF WORK: E-TENDER FOR REPAIRING TO STEEL AND WOODEN ITEMS OF TABLES, CHAIRS, TEAPOYS, SOFA SETS, ALMIRAHS, CHARPOYS, BEDS AND RACKS VARIOUS AT OTM AND MD ACCN OF NAVAL BASE AT OKHA UNDER GE NAVY PORBANDAR (TENDER ID 2024_MES_ _1)

Dear Sir(s),

1. Tender documents for the above work have been uploaded on the site <https://defproc.gov.in>. The tender is on single stage two cover e-tendering system. The contents of Cover-1 & Cover-2 are specified in NOTICE OF TENDER.
2. Bids will be received online by ACCEPTING OFFICER upto the date and time mentioned in the **NOTICE INVITING TENDER (NIT)**. No tender/ bid will be received in physical form and any tender/ bid received in such manner will be treated as non bonafide tender/ bid.
3. Bid will be opened on due date and time fixed for opening in the presence of tenders/bidders or their authorised representatives, who have uploaded their quotation bid and who wish to be present at the time of opening the bids.
4. Your attention is also drawn to instructions on filling and submission of tender attached herewith. You may forward your points on tender documents and/ or depute your technical representative for discussion on tender/ drawings and to clarify doubts, if any, at least 7 days before bid submission end date/ revised bid submission end date. You are requested not to write piecemeal points and forward your points duly consolidated upto seven days before bid submission start date.
5. Un-enlisted contractors are required to submit the scanned copies (in pdf file) of documents required as per eligibility criteria mentioned in instructions for filing the tender documents and Appendix "A" to NIT along with EARNEST MONEY DEPOSIT (EMD) and tender fee on Defense e-Procurement portal and submit the physical documents in the office of Garrison Engineer Navy Porbandar 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. Contractor having not executed standing security bond and standing security deposit in any MES formation shall upload scanned copy of EARNEST MONEY DEPOSIT (EMD) mentioned in Notice of Tender and shall ensure receipt of hard copy of EMD in the office of tender issuing authority before date and time fixed for this purpose. In case of failure to abide by any these two requirements, the finance bid will not be opened.
7. 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 Defense e-Procurement portal and submit physical documents in the office of Garrison Engineer Navy Porbandar before date and time fixed for this purpose.
8. The contractor must ensure that the tender/ bid on the proper form is uploaded in time as the Accepting Officer will take no cognizance of any quotations/ offer received in any other electronic or physical form like email/ fax/ by hand/ through post from tenderer / bidder even if they are received in time.

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9. In view of delays due to system failure or other communication related failures, it is suggested that the tender/ bid be uploaded, if necessary, sufficiently in advance of the last due date and time fixed.
10. General Conditions of Contracts (IAFW-2249) (1989 Print) and errata and amendments thereto, Schedule of minimum fair wages and MES SSR (Part-I and Part-II) are not enclosed with these documents. These are available for perusal in this office. The tenderers are deemed to have made themselves acquainted and fully conversant with contents of the aforesaid documents before submission of tender and no claim whatsoever on this account shall be entertained.
11. Any tenderer/bidder, which proposes alterations to any of the condition, specifications laid down in the tender documents or any new condition, whatsoever is liable to be rejected.
12. Tenderers shall not that information technology Act, cyber Act along with other Acts as relevant shall be applicable.
13. Instruction for participating & filling of tender and all documents referred along with this letter shall be forming part of tender documents and shall be complied with.

Your's faithfully,

(Signature of Contractor)

AGE (Contract)
For Accepting Officer

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER**1. EARNEST MONEY DEPOSIT (EMD)**

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

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

It is advisable that Earnest Money is deposited in the form of deposit call receipt from an approved Scheduled Bank for easy refund. In case the tenderer/ bidder wants to lodge "EARNEST MONEYDEPOSIT" 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 Garrison Engineer.

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

2. Performance Security

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.

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.

Failure of the successful contractor to comply with the requirements of sub clause 19.1 of IAFW- 2249 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.

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 made good in cash or securities, endorsed as afore said, 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.

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

3. GENERAL INSTRUCTIONS FOR COMPLIANCE

The bids received only in the electronic form will be considered. All bids shall be submitted on "<https://defproc.gov.in>" portal. Documents should be scanned and forwarded in "pdf" form and "xls" form as indicated.

Bids shall be uploaded on "<https://defproc.gov.in>" on or before the bid closing date mentioned in the tender. No tender/ bid in any other electronic or physical form like email/ fax/ by hand/ through post will be considered.

Bid should be DIGITALLY signed using valid DSC. All pages of tender documents, corrections/ alterations shall be signed/ initialed by the lowest bidder after acceptance.

Drawings, if issued in physical form, must be returned duly initialed by the tenderer/ bidder in separate envelope indicating his name and address.

The tender shall be signed, dated and witnessed at all places provided for in the documents after acceptance. All corrections shall be initialed. The contractor shall initial every page of tender and shall sign all drawings forming part of the tender. Any tender/ bid, which proposes alterations to any of the conditions whatsoever, is liable to be rejected.

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INSTRUCTIONSON FILLING AND SUBMISSION OF TENDER (Contd)

In the technical bid, a scanned copy of Power of Attorney in favour of the person uploading the bid using his/ her DSC shall be uploaded. In case the digital signatory himself is the sole proprietor, scanned copy of an affidavit on stamp paper of appropriate value to this effect stating that he has authority to bind the firm in all matters pertaining to contract including the Arbitration Clause, shall be attached in "pdf" form. In case of partnership concern or a limited company, digital signatory of the bid/ tender shall ensure that he is competent to bind the contractor (through partnership deed, general power of attorney or Memorandum and Articles of Association of the Company) in all the matters pertaining to the contracts with Union of India including Arbitration Clause. A scanned copy of the documents confirming of such authority shall be attached with the tender/ bid in "pdf" form, if not submitted earlier. The person uploading the bid on behalf of another partner(s) or on behalf of a firm or company using his DSC shall upload with the tender/ bid a scanned copy (in "pdf" form) of Power of Attorney duly executed in his favour by such other or all of the Partner(s) or in accordance with constitution of the company in case of Company, stating that he has authority to bind such other person of the firm or the Company, as the case may be, in all matters pertaining to the contract including the Arbitration Clause.

Even in case of Firms or Companies which have already given Power of Attorney to an individual authorizing him to sign tender in pursuance of which bids are being uploaded by such person as a routine, fresh Power of Attorney duly executed in his favour stating specifically that the said person has authority to bind such partners of the firm, or the Company as the case may be, including the condition relating to Arbitration Clause, should be uploaded in "pdf" form with the tender/ bid; unless such authority has already been given to him by the Firm or the Company. It shall be ensured that power of attorney shall be executed in accordance with the constitution of the company as laid down in its Memorandum & Article of Association.

Hard copies of all above documents should be sent by the contractor to the tender issuing authority well in advance to be received before the date & time fixed for the same.

Bid (Cover 1 & 2) shall be uploaded online well in time.

The contractor shall employ Indian Nationals after verifying their antecedents and loyalty. Attention is also drawn to special condition 3 referred hereinafter and also condition 24 & 25 of IAFW -2249 (General Conditions of Contracts).

Tenderers/ bidders who uploaded their priced tenders/ bids and are desirous of being present at the time of opening of the tenders /bids, may do so at the appointed time.

The tenderer/ bidder shall quote his rate on the BOQ file only. No alteration to the format will be accepted; else the bid will be disqualified and summarily rejected.

In case the tenderer/ bidder has to revise/ modify the rates quoted in the BOQ (excel sheet), he can do so only in the BOQ, through <https://defproc.gov.in> site only before the bid closing time and date.

4. **REVOCATION / REVISION OF OFFER UPWARD /OFFERING VOLUNTARY REDUCTION AFTER CLOSING OF BID SUBMISSION DATE & TIME**

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

5. **CPM (Critical Path Method)**

The project planning for work covered in the scope of tender is based on CPM.

The tenderer/ bidder is expected to be fully conversant with the CPM technique and employ technical staff who can use the technique in sufficient details. Sufficient books and other literature on the subject are widely available in the market which the tenderer/ bidder may make use of.

The tenderer's/bidder's attention is drawn to special condition of the tender regarding preparation of the detailed network analysis and time schedule for the work and his liability for employing sufficient resources to adhere to this schedule. Any inability on the part of the tenderer/ bidder in using the technique will be taken as his technical inefficiency and will affect his class of enlistment and future prospect/ invitation to tenders for future works.

Department may issue amendments/ errata in form of **CORRIGENDUM** to tender/ revised BOQ to the tender documents. The tenderer/ bidder is requested to read the tender documents in conjunction with all the errata/ amendments/ corrigendum, if any, issued by the department

6. A tenderer is supposed to check if any revised BOQ has been uploaded, and quote in revised BOQ only. Thus, uploading quotation in pre-revised BOQ shall be considered as a willful negligence by the bidder and his quotation shall be considered non bonafide.

7. These instructions shall form part of the tender documents.

SIGNATURE OF CONTRACTOR

AGE(CONTRACT)
FOR ACCEPTING OFFICER
CONTD/...

MILITARY ENGINEER SERVICES**NOTICE OF TENDER IAFW-2162**

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 it is merely given as rough guide and if the work costs more or less, the tenderer will have no claim on this account. The tenders shall be based as mentioned in aforesaid Appendix "A".
3. The work is to be completed within the period as indicated in aforesaid Appendix "A" in accordance with phasing, if any, indicated in the tender from the date of handing over site which will be within two weeks after the date of Acceptance of tender.
4. Normally contractors whose names are on the MES approved list for the area in which the work lies and within whose financial category the estimated amount would fall, may tender/ bid but in case of term contracts, contractors of class "SS" to "E" may tender/bid. Contractors whose names are borne on the MES approved list of any MES formation and who have deposited standing security and have executed standing security bond may also tender/ bid without depositing earnest money along with the tender/ bid. Not more than one tender/ bid shall be submitted/ uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son(s) or other close relations, who have business dealing with one another be allowed to tender/ bid for the same contract as separate competitors. A breach of this condition will render the tenders/ bids of both parties liable to rejection.
5. The office of **GARRISON ENGINEER NAVY, PORBANDAR** will be the Accepting Officer here-in-after referred to as such for the purpose of this contract.
6. The Technical and Financial Bid (Cover-1 & 2) shall be uploaded by the tenderer/ bidder on or before the date & time mentioned in **NIT**. A scanned copy of DD with enlistment details/ documents shall be uploaded as packet 1/ cover-1 ("T" bid) of the tender/ bid on e-tendering portal. DD is not refundable in case "T" bid is not accepted resulting in non-opening of "Q" bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government whatsoever on this account.

Tender forms and conditions of contract and other necessary documents shall be available on **<https://defproc.gov.in>** site for download and shall form part of contract agreement in case the tender/ bid is accepted.

In the case of a contractor who has not executed the "**Standing Security Bond**", the cover-1 shall be accompanied by "**Earnest Money**" of amount as mentioned in Appendix "A" in the form of deposit at call receipt in favour of GARRISON ENGINEER NAVY PORBANDAR by a Scheduled Bank or in receipted Treasury Challan, the amount being credited to the revenue deposit of the GARRISON ENGINEER NAVY PORBANDAR.

GE will return the earnest money wherever applicable to all unsuccessful tenderers/ bidders by endorsing an authority on the deposit at call receipt for its refund, on production by the tenderer/ bidder a certificate of the Accepting Officer that a bonafide tender/ bid was received and all documents were returned.

GE will either return the "Earnest Money" to the successful tenderer/ bidder by endorsing an authority on the deposit at call receipt for its refund on receipt of an appropriate amount of security deposit or will retain the same in part or full on account of security deposit if such a transaction is feasible.

Copies of the drawings and other documents pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderers/ bidders at the office of Accepting Officer and concerned GE during working hours.
7. The tenderers/ bidders are advised to visit the site of work by making prior appointment with the Engineer-in-Charge. The tenderers/ bidders are deemed to have full knowledge of all relevant documents, samples, site etc., whether they have inspected them or not.
8. Any tenderer/ bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
9. Uploading of bid implies that the bidder has read this notice and the conditions of the contract and has made himself aware of the scope and specifications of work to be done and of the conditions and rates at which stores, tools and plants etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
10. Tenderer must be in possession of a copy of applicable MES Standard Schedule of Rates (see Appx "A") including amendments/ errata thereto.

11. Invitation for e-tender does not constitute any guarantee for validation of “T” bid and subsequent opening of finance bid of any applicant/ bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing demand draft. The Accepting Officer reserves the right to reject the “T” bid and not open the finance bid of any applicant/ bidder. “T” bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appendix “A” to this NIT. The applicant contractor/ bidder will be informed regarding non validation of his “T” bid assigning reasons thereof through the Defense e-Procurement website. The applicant contractor/ bidder, if he so desires may appeal to the next higher Engineer authority i.e. CWE(Subs) Bhandup on email id sbmb3-mes@nic.in with copy to the Accepting Officer on email id inporb4-mes@nic.in before the scheduled date of opening of finance bid. The decision of the Next Higher Engineering Authority (NHEA) shall be final and binding. The contractor/ bidder shall not be entitled for any compensation, whatsoever for rejection of his bid.
12. The Accepting Officer reserves the right to accept a tender submitted by a public sector undertaking giving a price preference over other tender(s)/ bids which may be lower, as are admissible under the Govt. Policy. No claim for any compensation or otherwise shall be admissible from such tenderer/ bidder whose tender/ bid is rejected.
13. The Accepting Officer does not bind himself to accept the lowest or any tender/ bid or to give any reason for not doing so.
14. This Notice Inviting Tender (NIT) including Appendix “A” shall form part of the contract.

SIGNATURE OF CONTRACTOR

AGE(CONTRACT)
FOR ACCEPTING OFFICER

CONTD/...

APPENDIX “A” TONOTICEINVITINGTENDER(NIT)

Garrison Engineer Navy Porbandar – 360 575 on behalf of President of India invites E-tenders (on line in two cover system) from eligible enlisted contractors of MES and enlisted / un-enlisted contractors working with other Govt./ semi Govt. departments meeting eligibility criteria for selection of contractors for issue of tender of under mentioned work:-

1	Name of work	Repairing to Steel and Wooden Items of Tables, Chairs, Teapoys, Sofa Sets, Almirahs, Charpoys, Beds and Racks Various at OTM and MD Accn of Naval Base at Okha Under GE Navy Porbandar
2	Estimated cost	Rs. 35.00Lakhs (At par market rate)
3	Period of completion	270 days
4	Cost of tender documents	Rs. 500/- in the shape of Demand Draft/ Banker's Cheque from any Nationalized/Scheduled Bank in favour of Garrison Engineer Navy Porbandar and payable at Porbandar. (Note : In case of retendering the contractor who had quoted and submitted DD in previous call is not required to submit cost of tender.)
5	Website / portal address	http//defproc.gov.in
6	Type of contract	The tender shall be based on it emrate (IAFW-1779A) and GCC (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by contractor. The contractor is required to quote the rates against items of Schedule 'A'/BOQ.
7	Timeline details: (a) Bid sub start date (b) Bid sub end date (c) Date of bid opening	<div></div> Refer critical dates on the website.
8	Eligibility Criteria	
	(a) For MES enlisted contractors.	Contractor shall be enlisted with MES in Class ' D ' and above and ' d(i) category ' 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 ' D ' Class & ' d(i) category ' contractor with regard to satisfactorily completion of requisite value works with Central/State Government/ Central/ State PSUs/ A WHO/ 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 marks 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 focal Body as on the bid submission end date.
9	Tender issuing and Accepting Officer	Name: Manish Kumar, IDSE, EE, Garrison Engineer Navy Porbandar. Address: Tija Mile, PO Box No. 66, Porbandar – 360 575 Contact Detail of concerned officer: 02862215514.
10	Executing agency	GE(Navy) Porbandar
11	Earnest Money	Rs.70,000/-in favour of GE(Navy) Porbandar in the form of Deposit at call receipt, FDR not acceptable.

- NOTES:-**
1. After opening of Cover 1, if 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 less than 7(Seven). applications in respect of contractors one class or two classes (in case of remote and difficult areas to be decided as per list circulated by CE command/ADG) below the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore MES contractors one classbelow (two classes below in case of remote and difficult areas) may also bid for this tender, however contractors of one/two classes below the eligible class shall not be considered in case their present residual work in hand is more than twice their present tendering limit. Such bidders shall upload in their Cover-1 bid details of works in hand showing names of work, names of Accepting Officers. Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. 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.

APPENDIX "A" TO NOTICE INVITING TENDER (NIT) Contd...

3. Un-enlisted 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
- Copy of application for issue of tender on letter head of company/firm.
 - Copy of Enlistment letter issued by the Registering Authority duly renewed for the cycle period in vogue, showing class & category of enlistment.
 - 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 as per details & amount indicated.
 - Copy of Provident Fund Code Number issued by Employees Provident Fund Organization.
 - Scanned copy of Registration of Goods and Services Tax (GST) registration No.
 - Any other document required as described in this Appendix and/or copy of any other documents which the bidder feel relevant.
5. Contractors not enlisted with MES will be required to upload following documents in Cover 1 for checking eligibility.
- Copy of application for issue of tender on letter head of company/firm.
 - Scanned copy of DD / Bankers cheque toward cost of tender and Earnest Money Deposit (EMD) instrument as per details & amount indicated.
 - 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. (Not more than 6 months old)
 - 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.
 - Details of works being executed in MES, if any.
 - Any other document required as described in this Appendix and/ or copy of any other documents which the bidder feel relevant.
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 seven days of bid submission end date failing which following action shall be taken.
- 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).
 - In case of tenders from un-enlisted 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).
 - In case of tenders from enlisted and un-enlisted contractors, where scanned copies of instruments for Earnest Money Deposit (as applicable) have been uploaded in Cover I 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. Contractors 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 MIS in their name as Proprietor/Partner/Director.
9. After opening of Cover I 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" TONOTICE INVITING TENDER (NIT) 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) CWE(Subs) Bhandup on email id sbmb3-mes@nic.in 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.

11. 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 he 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 reject the tender or consider the lowest bonafide tender for acceptance.

13. Revoking the offer or revising the rates upward or offering voluntary reduction by the lowest tenderer after opening of Cover 2 shall be considered as a willful 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.

15. The applicant contractor should have provident fund code Number (PFCN) issued by EPFO and the same shall be uploaded along with other documents with "T" bid (Cover -1). Contractor not in possession of Provident Fund Code Number shall be disqualified in "T" bid evaluation and his financial bid shall not be opened.

16. Any change/ modification in the tender enquiry will be intimated & updated through above mentioned website only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

17. Court of the place from where tender has been issued shall alone have jurisdiction to decide any dispute out of or in respect of this tender. After acceptance of tender, Condition 72- Jurisdiction of Courts of IAFW-2249 shall be applicable.

18. Full notice of tender IAFW -1779A & enlistment criteria are available in all offices of MES and also on MES website.

19. This appendix shall form part of contract documents.

Signature of contractor

(KP Shah)
AE (QS&C)
AGE (Contract)
For Accepting Officer

File No. 8862/Okha/ /E8

Garrison Engineer Navy
Tija Mile, Post Box No. 66
Porbandar – 360 575

15 Oct 2024

CONTD/.....

IN LIEU OF IAFW-1779-A

TO BE USED IN CONJUNCTION WITH GENERAL CONDITIONS OF CONTRACTS

TeleCivil:02862215514

Garrison Engineer Navy
Tija Mile, Post Box No.66
Porbandar – 360 575

8862/Okha/ /E8

15 Oct 2024

ITEM RATE E-TENDER FOR REPAIRING TO STEEL AND WOODEN ITEMS OF TABLES, CHAIRS, TEAPOYS, SOFA SETS, ALMIRAHS, CHARPOYS, BEDS AND RACKS VARIOUS AT OTM AND MD ACCN OF NAVAL BASE AT OKHA UNDER GE NAVY PORBANDAR (TENDER ID 2024_MES_ _1)

Dear Sir(s),

1. Shri/Shri.....of.....
is/are here by authorised to tender for the above work. The bids i.e. Cover-1&2 shall be submitted/ uploaded on website “<http://defproc.gov.in>” as per the dates given in uploaded tender.

2. Any correspondence concerning this tenders shall be addressed as indicated at the top of this sheet, quoting the reference as given.

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

(Signature of contractor)

Signature of the Officer uploading tender
Appointment: AGE (Contracts)

SCHEDULE "A" NOTES**A. GENERAL NOTES:-**

1. The entire work under this contract shall be completed within **334 (Three hundred thirty four) days** from date of handing over site as mentioned in work order No 1.

2. In respect of BOQ (Schedule "A"), the tenderer is required to insert his rates under column, "Basic rate" for entire completion of items of work as described and specified inclusive of his overhead and profit complete. Total amount under column, "Total amount" shall automatically be extended in relation to unit rate inserted with reference to total unit required.
3. This contract covers all works described in Schedule "A", BOQ, Special Conditions, and Particular Specifications.
4. The quantities given in column "Quantity" of BOQ are "PROVISIONAL" and are inserted as a guide only. The quantities required at site may vary as per actual site requirement. These shall however not be varied beyond laid down in condition 7 of IAFW-2249 (General Conditions of contracts). The payment will be made for the actual quantities of works carried out and measured.
5. Tenderers are advised to visit the site of work with prior appointment with concerned Engineer-in-Charge to ascertain the location of various works in different locations of the area, factors which may affect the pricing and other working conditions/ difficulties likely to be met with during execution of work before quoting the tender. The contractor shall also ascertain the regulations/ rules promulgated by the authority controlling the area for entry, exit, search etc. of contractor and his workmen, samples of materials kept in GE's office and other factors affecting the rates. The tenderer shall be deemed to have full knowledge of the same and all such factors, whether they visit the site or not.
6. Rates quoted against all items shall be deemed to include all taxes, **Goods & Services Tax** (CGST, IGST & SGST) on works contracts, levies, duties, Octroi, entry tax, labour welfare cess and shall also include all other local taxes as levied by the State Government, local bodies payable under respective statutes set directly related to contract value, employees provident fund as EPF & MP Act 1952 and all taxes applicable to contracts. In this connection clause 26 of Particular Specifications Section-I (Special Conditions) shall also be referred. No claim whatsoever shall be entertained by the department on account of any misunderstanding in the regard. Any other condition stipulated by the tenderer regarding any other taxes/ duties will not be considered and such tender shall be liable for rejection.
7. Unserviceable materials obtained from dismantling/ demolition shall become the property of the contractor and contractor shall afford credit for these materials at the rates inserted in the Annexure, "A" to Schedule "A" (Schedule of credit). However, serviceable material shall be re-used in the work as provided in BOQ or the same shall be deposited in the store yard of concerned Engineer-in-Charge without any extra cost. Work on dismantling/ demolition shall be restricted and carried out all as per instructions of Engineer-in-Charge and the demolished material shall not be removed from site without approval of the Engineer-in-Charge failing which panel recovery at the prevailing market rates of the material removed shall be effected from contractor's dues.
8. Irrespective of what is given in the particular specifications or anywhere in the tender documents, all surplus spoil, rubbish material, rubble material obtained from the site of work shall be removed by the contractor and shall be disposed off outside the MOD land by the contractor at the locations as directed at their own cost & at their own arrangements, and No extra payment for removal of surplus spoil, rubbish, rubble material shall be admissible to the contractor.
9. The quoted percentage by the tenderer in BOQ shall be applicable on supplementary rates given in Annexure-I for purpose of payment to contractor.
10. Descriptions of items given in Schedule "A" (BOQ) are in brief. This shall be read in conjunction with special conditions, particular specifications, MES schedule and all these documents shall be taken together shall be mutually explanatory to one another.
11. All materials to be incorporated in the work under this CA shall be ISI marked unless otherwise specified here-in-after. Materials which are not manufactured with ISI marking and make not specified in the CA, the contractor may use materials conforming to ISI after obtaining written permission of GE.
12. Unless, otherwise specified unit rates of each item of work is inclusive of "material & labour". "Supply and Fixing," providing, connecting, erecting, fabricating, jointing, hoisting, laying, testing and commissioning and functioning etc, unless mentioned specifically as fixing only or hanging only or supply only or labour only and the like complete. Wherever in description "in replacement" and "in repair" occurs, the unit rate quoted by the tenderer shall also be deemed to include for dismantling, taking up or down, detaching, unscrewing, opening and removing old retrieved material from site without any extra cost to Govt.
13. Special Condition in MES schedule and preambles in items given in MES Schedule (Part-II) under respective trades shall be applicable. If any provision in the description of items of Schedule "A" and/or in particulars specification is/ are at variance with the provision in special condition in MES Schedule Part-II and/ or preambles to MES Schedule items, the provision in Schedule "A" and particular specifications shall take precedence thereon. However, condition 6A of IAFW- 2249 shall also be referred in this regard.
14. Unless otherwise specified in Schedule "A" or Particular Specifications, unit rate mentioned in Schedule "A" shall be deemed to include for all the provisions in the preambles given in MES Schedule 2010 (Part-II) as applicable to respective items.

CONTD/...

SCHEDULE "A" NOTES(Contd...)

15. Method of measurement shall be as specified in MES Schedule unless specifically mentioned otherwise in the description of item/ particular specification in the tender.
16. Wherever any damage is caused to the existing property during execution of the work, the same shall be made good to the existing specifications by the contractor under his own arrangement and without any extra cost to the Govt.
17. In case during execution of work, any deviation is required at site, the same shall not be executed/ implemented without prior written approval of the Accepting Officer. Rate and mode of measurement for the deviation involved shall also be finalized before approval. No payment shall be made in RAR/ final bill for the works carried out without appropriate approval.
18. Site for execution of work shall be available as soon as the work is awarded. In case it is not possible for the Deptt to make entire site available on the award of contract, the contractor will have to arrange his working programme accordingly. No claim whatsoever for not giving him the entire site on award of contract and for giving the site gradually will be admissible. Attention of tenderers is invited to clause 2 of particular specification section – I and they shall take into this factor while quoting their rates and nothing extra will be payable on this account later on.
19. The testing instruments/ equipments and materials & labour required for testing shall be provided by the contractor without any extra cost to the Govt. If the test results of any item is not satisfactory, such item shall be removed from the site of work and replaced with proper item/ material by the contractor without any extra cost to the Govt.
20. All the workers deployed by the contractor in connection with execution of work shall be enrolled as members of Provident Fund Organisation and should be given the Universal Account Number (UAN). While clearing the bills of contractor, certificate be obtained by GE from contractor that all workers employed directly or indirectly by him are registered for EPF and due contributions have been credited into their account.
21. The Contractor shall meet the requirement of minimum T&P and Machinery etc as per **PS-I Clause-22** during execution of the work and Engineer-in-Charge will ensure that minimum T&P and Machinery etc required as per subject provisions of the contract are held by the contractor during execution of work.
22. Tenderer is advised to cross check his quotation in BOQ after uploading and before the Bid closing time and date. If he fails to quote the rate for any item, in terms of amendment 21(c)(ii) to condition 6-A(A) of IAFW-2249, his overall quotation shall be deemed to include cost of execution of these items for the quantity mentioned in BOQ. No representation on this account shall be entertained.
23. In case the BOQ is revised by the department and the bidder has failed to quote in revised BOQ (i.e. he has quoted in previous BOQ), such bid shall be treated as willful negligence by the bidder and his bid shall be non bonafide. In such case the lowest tender shall be determined by the lowest among the valid / bonafide bids only.
24. Before commencement of work joint inventory shall be prepared and shall be signed by the Engineer-in-Charge and contractor, indicating the details, condition of materials and the quantities existing at site.
25. The contractor or workmen employed by him shall take necessary precautions to avoid accidents. In case of any accident/injury, fatal or partial disability the contractor shall be sole responsible for settling all claims/ compensation. Department will have a right to recover any sum indicated/claimed by labour commissioner/ court directive from contractor's dues. Engineer-in-Charge shall however ensure that contractor has provided all adequate and required means to the workmen and contractor may get these personnel insured as desired by him at his own discretion.
26. **The contractor shall be fully responsible for payment of wages not less than minimum wages to his workmen strictly as per rule & regulation in force and to ensure implementation of all labour laws including filing returns of EPF & ESI.**
27. Makes of various items to be incorporated in the work have been specified in various documents viz. Schedule „A“/BOQ, Particular Specifications and Appendix „B“ to the particular specifications which may be at variance with each other. In case of such variance, makes of the items shall be preferred in the following order:-
- Make(s) specified in schedule „A“
 - Make(s) specified in Particular Specifications
 - Make(s) specified in Appendix „B“ to Particular Specifications.
28. If rate quoted for similar/identical items in same / different schedules is at variance, the lowest rate quoted shall only be considered.
29. If there any error in unit the same shall be termed as typing error and will be amended as per SSR Part-II or as per Engineering practice the rate shall also be amended accordingly proportionately as per SSR Part-II and contractor shall have no claim to be effect since it will be deemed that before quoting the rates contractor was fully aware of said aspect.

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACT)
FOR ACCEPTING OFFICER

CONTD/

SCHEDULE ‘A’

LIST OF ITEMS OF WORKS AND PRICES REPAIRING TO STEEL AND WOODEN ITEMS OF
TABLES. CHAIRS. TEAPOYS. SOFA SETS. ALMIRAHS. VARIOUS AT OTM AND MD ACCN
OF NAVAL BASE AT OKHA UNDER GE NAVY PORBANDAR CHARPOYS. BEDS AND RACKS

REFERBOQUPLOADED

(SIGNATUREOFCONTRACTOR)
DATED: _____

AGE(CONTRACT)
FORACCEPTINGOFFICER

SCHEDULE OF CREDIT

(Credit to be afforded for dismantled/demolished material becoming contractor's property)

- NOTES:-**
- 1

The quantities given under column 4 are provisional; Actual credit to be afforded by the contractor will depend on the quantities actually obtained. However, the credit will be made through on account payment for the quantities actually dismantled/demolished on the date of respective running payments.
- 2

The quantities for credit of the dismantled/demolished material shall be taken same as measured under Schedule 'A'. However the quantities of items thus received if re-used in the work shall be reduced.
- 3

The credit of dismantled/demolished materials shall be irrespective of the actual quantities of serviceable (fully or partly) or wholly unserviceable. The contractor shall be deemed to have visited the site of work and ascertained the extent of serviceable materials before quoting his rates. No claim will be entertained at later stage owing to the serviceability condition of the said materials becoming contractor's property.
- 4

Any other material obtained from demolition/dismantling not listed in Appendix 'A' shall become the property of Government it will be the responsibility of contractor to properly clean, stack and deposit such materials in the MES store yard of GE, the cost of which shall be deemed to be included in the rates quoted by the contractor
- 5

The contractor shall be allowed to remove these materials with the prior permission of Engineer-in-Charge only and it will be ensured by the Engineer-in-Charge that the corresponding amount to the quantity dismantled/taken down has been deducted from contractor's dues before removal from the store yard/work site.
- 6

The unserviceable item/material retrieved shall allowed to be removed from site only after the provisioning of new corresponding item at site.
- 7

The amount of credit is firm any percentage quoted above or below these rates shall not be admissible and shall not be accounted.

SR	Description of items	Unit	Approx Qty	Rate	Amount
1	Mild Steel Scrap	Kg	660.00	15.00	9900.00
2	Wooden Scrap	Kg	1230.00	10.00	12300.00
3	UNSV Foam, Cushions, Tapestry cloth etc	Each	600.00	5.00	3000.00
4	Plastic, Caster Wheel	Each	150.00	10.00	1500.00
Total Amount of Schedule of Credit					26700.00

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACT)
FOR ACCEPTING OFFICER

SCHEDULE 'B'

LIST OF MATERIALS TO BE ISSUED TO THE CONTRACTOR (REFER

CONDITION 10 OF 1AFW-2249)

Srl No	Particulars	Unit	Rate at which material etc. will be issued to Contractor (Rate in Rs)	Place of issue by name	Remarks
1	2	3	4	5	6

-----NIL-----

SCHEDULE 'C'

LIST OF TOOLS AND PLANTS (OTHER THAN TRANSPORT) WHICH WILL

BE PROVIDED TO THE CONTRACTOR (REFER CONDITION 15, 34 & 35 OF IAFW-2249)

Ser No	Quantity	Particulars	Details of MES Crews supplied	Hire charged per unit per working day	Stand by charges per unit per day	Place of issue	Remarks.
1	2	3	4	5	6	7	8

-----NIL-----

SCHEDULE 'D'

TRANSPORT TO BE HIRED TO THE CONTRACTOR (SEE

CONDITION 16 & 35 OF IAFW-2249)

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

-----NIL-----

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACT)
FOR ACCEPTING OFFICER

TENDER

TOTHEPRESIDENTOFINDIA

Having examined and perused the following:-

1.

Specifications signed by GE/AGE(Contract)
2.

Drawings detailed in the list of drawings.
3.

Schedule `A', `B', `C' and `D' attached hereto.
4.

MES Standard Schedule of Rates (SSR) Part-I (Specifications) 2009 including errata / amendments 1 to 3 and MES Standard schedule of Rates SSR – Part II (Rates) 2020 including Amendment No. 1 to 122.
5.

GENERAL CONDITIONS OF CONTRACTS (IAFW-22491989Print) together with amendments**1 to 49** and errata **1 to 20**.
6.

WATERUNDERCONDITION31OFIAFW-2249:GENERALCONDITIONSOFCONTRACTS.

***Water will NOT be supplied by MES.**

7.

Should this tender be accepted? I /We**agree:-

*(a) That the sum of `_____ (Rupees _____ only)
forwarded as earnest money shall either be retained as part of security deposit or refunded by the
Government in receipt of the appropriate amount as security deposit all as per condition 22 of
IAFW-2249.

(b) To execute all the works referred to in the said documents upon the terms and conditions
contained or referred to therein and as detailed in items of Schedule „A' and to carry out such
deviations as may be ordered under condition 7 of IAFW 2249 upto a maximum of **10% (TEN
PERCENT)** and further agree to refer all disputes as required by condition 70 of IAFW-2249 to the
Sole Arbitrator of a serving officer having degree in Engineering or equivalent or having passed
final/ direct final examination of sub division-II of Institution of Surveyors (India) recognized by the
Govt. of India to be appointed by the Chief Engineer Navy Mumbai zone or in his absence the
officer officiating as Chief Engineer whose decision shall be final, conclusive and binding.

**Delete where not applicable.*

***Delete whichever is not applicable.*

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACTS)
FOR ACCEPTING OFFICER

GENERAL SUMMARY (Contd.....)

INLIEUOFIAFW-2159(REVISED)

Total amount brought forward from BOQRs. _____
Contract sum of Rs. _____ (Rupees _____
_____)

Signature _____ in the capacity of _____ duly authorized to sign tender
for and on behalf of _____ (in block capitals)

Witness _____ Postal Address
_____ Address _____
_____ Telegraphic Address _____
_____ TelephoneNo _____

ACCEPTANCE

_____ alternations have been made in document and as evidence that these alterations
were made before the execution of the contract agreement; the
contractors and _____ have
initialed these. The said officer(s) is/ are hereby authorized to sign and initial on my behalf of the
documents forming part of the contract.

Theabovetenderis/wasacceptedbymeonbehalfofthePresidentofIndiaforthecontractsumof Rs.
_____ (Rupees _____

_____ only)onthe day of _____ 2024.

Signature dated this _____ day of _____ 2024.

APPOINTMENT:ACCEPTING OFFICER
Garrison Engineer Navy Porbandar
Porbandar – 360 575
(FOR AND ON BEHALF OF THE PRESIDENT OF INDIA)

PARTICULAR SPECIFICATIONS SECTION-I
SPECIAL CONDITIONS

1. **GENERAL**

The following Special Conditions shall be read in conjunction with the General Conditions of Contracts, IAFW-2249 and IAFW-2159 including errata/ amendments thereto. If any provision in these special conditions is at variance with that of the aforesaid documents, the former shall be deemed to take precedence there over.

2. **INSPECTION OF SITE BY CONTRACTOR & RESPONSIBILITY TO ASCERTAIN HIS OWN INFORMATION**

(a) The tenderers are advised to contact the Engineer-in-Charge for the purpose of inspection of site(s) and relevant documents other than those sent herewith, who will give reasonable facilities for this purpose. The tenderers shall also make themselves familiar with working conditions, accessibility of site(s), availability of materials and other cogent conditions, which may affect the entire completion of work under this contract.

(b) The tenderers shall be deemed to have inspected the site(s) and made themselves familiar with the working conditions, whether they actually inspect the site (s) or not.

3. **EMPLOYMENT OF PERSONEL, SECURITY AND PASSES**

Refer Condition 25 of IAFW-2249. The contractor shall employ only Indian Nationals as his representatives, 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 work. If for reasons of technical collaboration or other consideration, the employment of any foreign national(s) 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 tender to this effect. In case the GE desires, contractor will have the police verification done of the personnel employed by him.

The GE shall have full powers and without giving any reasons 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 this account.

Contractor's attention is drawn to condition 25 of IAFW-2249 in this connection.

THE WORK IS TO BE EXECUTED IN BOTH RESTRICTED AND UNRESTRICTED AREAS.

CONDITIONS FOR WORKING IN RESTRICTED AREA. The work lies in RESTRICTED AREA.

The conditions for working in RESTRICTED AREAS will be as under:-

Every workman shall be in possession of an identity card the identity card will be issued in accordance with the standing rules and regulations of the unit after the antecedents of the labourers are verified by the police authorities.

Contractor's materials transport etc shall normally be permitted to come in/go out of the area between 9:00 A.M to 5.00 PM. However the time can further be reduced as per unit timing and contractor have no claim what-so-ever on this account.

Contractor shall normally not be allowed to carry out work beyond the timing as referred in Para 4.2 above. However in case at particular stage of execution if continuous working beyond the above timing is required, the same shall be permitted only with the prior approval of GE but no movement of material and transport shall be allowed during night. The decision of GE as to whether at a particular stage of work beyond normal timing shall be required or not shall be final and binding.

The contractor shall not carry out any work on gazetted holidays, weekly holidays and other non working days except when he is specially authorized in writing to do so by GE. The GE may at his sole discretion declare any day as holiday or non working day without assigning any reasons for such declaration.

The contractor, his agents, representative, workman etc shall be strictly observe the order pertaining to fire precautions prevailing within the restricted area. 4.7 The contractor his agents, and representatives are required to be in possession of an identity card or pass issued by unit authorities controlling the area. The pass/identity card will be examined by security staff at the time of entry into or exit from the restricted area at any time and also number of times inside the Restricted area.

5. **MINIMUM WAGES PAYABLE**

Refer Condition 58 of IAFW-2249. The contractor shall not pay wages lower than minimum wages for labour as fixed by the Govt. of India/ State Govt./ Union Territory, whichever is higher. Contractor's attention is also drawn amongs to their things to the explanation to the Schedule of minimum wages referred to above.

PARTICULAR SPECIFICATIONS SECTION-I (Contd)

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

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.

The contractor shall have no claim what so ever, if on account of local factors and or regulations, he is required to pay the wages in excess of minimum wages as described above during the execution of work.

6 FACILITY TO CONTRACTORS (QUARRIES ON DEFENCE LAND)

Reference Condition 14 of General Conditions of Contracts (IAFW-2249).No quarries on Defense land are available.

7. LAND FOR TEMPORARY WORKSHOPS, STORES ETC. (REFERENCE CONDITION 24 OF GENERAL CONDITIONS OF CONTRACTS (IAFW-2249))

(a) The contractor shall be permitted to store his materials including erection of temporary sheds for stores and workshops with chowkidar at the area decided by the GE in consultation with the user. The contractor shall pay license fee of Rupee one per year or part thereof in respect of each and every separate area of land allotted to him.

(b) The Contractor shall be not be permitted to erect his labour camp and the like on the Defenceland.HeshallmakehisownarrangementforthispurposeoutsidetheDefenceland.

8. WATER SUPPLY

Refer condition 31 of General Conditions of Contracts (IAFW-2249) and clause 1.13 of MES Schedule.

Water will NOT be supplied by the MES & the Contractor shall make his own arrangements for water for the entire work. However, the Contractor if he so desires, will be permitted to drill bore well(s) in the area at his own cost. The well(s) dug/drilled by the Contractor shall become the property of the Govt. without any extra cost. The Contractor shall at his own cost, get the water tested from recognised Govt. Laboratory about the portability of water and produce the certificateto the GE.

Water used for mixing and curing shall be generally potable water, clean and free from impurities viz. oils, acids, alkaline salts, sugar, organic materials or other substance that may be deleterious to concrete or steel and also conform to IS-456.

9. CO-ORDINATION WITH OTHER AGENCIES

The contractor shall permit free access and afford normal facilities and usual conveniences toother agencies or departmental workmen to carryout connected works of services under separate arrangements. The contractor will not be allowed any extra payment on this account.

10. ELECTRIC SUPPLY: Electric supply will be provided by the MES.**Conditions for providing electric supply by the MES:**

In case the contractor desires to buy electricity from the MES. The contractor will be charged for the electric energy consumed for execution of works at the following rates: -

- (a) At Rs.14.67 per unit for lighting
- (b) At Rs.14.67 per unit for power.

Electric supply required for the works upto max **05 KVA** shall be made available by the MES at the incoming terminal of the main switch marked on the site plan. The exact location of the electric point, if not marked will be shown by the Engineer-in-Charge. The main switch and KWh meters to register the electric energy supplied shall be provided and installed by the MES. The contractor shall provide all necessary cables, fittings etc. from the main switch in order to ensure a properand suitable supply of electricity for execution of work

The MES do not guarantee continuity of supply and no compensation whatsoever shall be allowed for supply becoming intermittent or for breakdown in the system.

GE or his representative shall be free to inspect all the power consuming devices or any electric lines provided by the contractor. Any devices or electric lines provided by the contractor, which are not to the satisfaction of the Engineer-in-Charge, shall be disconnected from the supply, if so directed by him.

Contd/...

PARTICULAR SPECIFICATIONS SECTION-I (Contd)**11. NETWORK ANALYSIS**

The time and progress chart to be prepared as per condition 11 of General Conditions of Contracts (IAFW - 2249) shall consist of detailed net work analysis and a time schedule. The critical path net work will be drawn jointly by the Engineer-in-Charge and the contractor soon after acceptance of tender. The time scheduling of the activities will be done by the contractor so as to finish the work within the stipulated time. On completion of the time schedule a firm calendar date Schedule will be prepared and submitted by the contractor to the GE who will approve it after due scrutiny. The schedule will be submitted in four copies within two weeks from the date of handing over the site.

During the currency of the work, the contractor is expected to adhere to the time schedule and this adherence will be part of his performance under the contract. During the execution of the work, the contractor is expected to participate in the reviews and updating of the net work undertaken by the GE. These reviews may be undertaken at the discretion of the GE, either as a periodical appraisal measure or when the quantum of work ordered on the contractor is substantially changed through deviation orders or amendments. Any revision of the time schedule as a result of the review will be submitted by the contractor to the Engineer-in-Charge within a week for his approval after due scrutiny.

The contractor will adhere to the revised time schedule thereafter. In case of contractor disagreeing with revised schedule, the same will be referred to the Accepting Officer, whose decision shall be final, conclusive and binding. GE's approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time. Extension of time shall be considered and decided by the appropriate authority mentioned in condition 11 of IAFW -2249 and separately regulated.

Contractor shall mobilize and employ sufficient resources to achieve the detailed schedule within the broad framework of the accepted method of working and safety.

No additional payment will be made to contractor for any multiple shift work or other intensive methods contemplated by him in his schedule, even though the time schedule is approved by the department.

12. MATERIALS AND SAMPLES

Refer condition 10 of IAFW-2249.

The materials and articles, which have been specified from certain makers/manufactures, shall be of makes/manufacturers as specified. If the manufacturer specified in tender documents makes both ISI marked and conforming to ISI, the materials/articles shall be provided only of ISI marked.

The materials and articles, which have not been specified in tender documents by makes/manufactures shall be as under: -

- (i) If ISI marked materials are being manufactured the same shall be ISI marked. For list of ISI marked manufactures refer website of BIS i.e www.bis.org.in.
- (ii) If ISI marked materials are not being manufactured the same shall be conforming to ISI specifications.

Materials of local origin shall be as specified and conforming to samples kept in GE's office. The tenderer is advised to inspect sample of 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 has actually inspected them or not.

The contractor shall not procure materials and articles unless the samples are first got approved by GE.

13. Blank.**14. Performance Security Deposit**

Refer Conditions 19 of IAFW-2249. The contractor has to deposit performance security for this contract as per condition 19 of IAFW-2249 as notified by the Accepting Officer.

Performance security by the successful contractor shall be given in the form of Bank Guarantee Bonds or Govt Securities or FDR in terms of Condition-19.1 of IAFW-2249. No other form of performance security will be accepted.

The full amount of Performance security for the contract shall be given by contractor in any one of the stipulated forms. Mix of performance security for the contracts shall not be allowed.

Performance security will be released in accordance with Condition-68 of IAFW-2249.

Contd/....

PARTICULAR SPECIFICATIONS SECTION-I (Contd)**DEFECT LIABILITY PERIOD**:-Refer condition 46 of IAFW-2249 (Amended vide Amendment No. 49) (General conditions of Contracts)

The defect liability period under this contract shall be twelve months from the certified date of completion. Should the GE consider at any time during the construction or reconstruction or prior to the expiration of period of twelve months after the works have been handed over to the Government (hereinafter referred to as the defect liability period) that any work has been executed with unsound, imperfect or unskillful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect whereof the decision of the GE shall be final and binding), the contractor shall, on demand in writing from GE specifying the defects/fault not with standing that the same may have been in advertently passed, certified and paid for, forthwith to rectify or remove and reconstruct the work so specified in whole or in parts as the case may require, at his own expense.

16. PERIOD FOR KEEPING THE OFFER OF TENDER OPEN

The tender shall remain open for acceptance for a period of 60 (sixty) days commencing from the date next to bid submission end date

17. ADVANCE ON ACCOUNT AGAINST MATERIALS WHICH DOES NOT LOSE IDENTITY

Condition 64 Of IAFW-2249 Advances On Account: -Add the following in continuation of para 8 "Provided further, the contractor may be paid advance on account of the full value of the under mentioned materials only, brought on the site, on his furnishing guarantee Bond(s) from aScheduleBankfortheamountofretentionmoneywhichshouldotherwiseberecoverablefromhim under the contract:-

- (i) Particle board.
- (ii) Pre-laminated board.
- (iii) All other non-perishable materials as decided by the GE

Bank Guarantee bonds shall be executed for a period on the form appended as Annexure-I to these special conditions. The contractor shall further arrange to extend the period of Guarantee Bond(s) if and when necessary as directed by the Accepting Officer on a format appended as Annexure-II to these special conditions or shall furnish fresh guarantee bond(s) of similar value in lieu. It will be noted that advance on account to the full value of materials brought on the site is permissible only in respect of fittings and fixtures and other manufactured items which do not lose their identity. Materials like bricks, aggregate, pre-cast concrete and similar items shall not be taken in the list.

Procedure for Acceptance of Bank Guarantee Bond(s) in Lieu of security deposit / retention money

- (a) Bank guarantee bonds will be sent by the manager of the banks under registered post to theAcceptingOfficerofthecontractunderthecoveringletterhasbeenendorsedtotheirsuperior office.
- (b) A Guarantee Bond received as mentioned above may be accepted by the competent authorityiffoundotherwiseinorder.Theofficereceivingthebondfromthebankwillacknowledge the same to the Bank concerned and enclose a certificate or a Photostat copy of the Bond forthier record. A copy of this letter alongwith a copy of the bond will also be endorsed to thesuperior office of the bank as aforesaid for their information and record. Both the above communications to the banks shall be sent under registered post.
- (c) Theaboveinstructions willalso beapplicable toextensionof validityto Bank Guarantee Bonds.

18. OFFICIAL SECRETS ACT

Contractor shall be bound by theOfficialSecretsAct-1923.

19. SECURITY OF CLASSIFIED DOCUMENTS

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

Contd/....

PARTICULAR SPECIFICATIONS SECTION-I (Contd)

20. RECORD OF MATERIALS AND PURCHASE VOUCHERS

The quantity of materials such as cement, steel, paints, water proofing compound, chemicals for anti-termite treatment 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.

Contractor shall produce vouchers/ invoices from the manufacturers and/ or their authorized agents for the full quantity of the following materials, as applicable as a pre-requisite before submitting claims for payment for advances on account of the work done and/or materials collected in accordance with Condition 64 of General Conditions of Contracts - IAFW-2249: -

- (i) Particle board.
- (ii) Pre-laminated board.
- (iii) Wood
- (iv) Paint.
- (v) All other non-perishable materials as decided by the GE.

The contractor shall on demand produce to the GE; original receipted vouchers / invoices in respect of the supplies. The vouchers/ invoices shall be defaced and stamped by 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(s) being less than smallest packing.

The vouchers/ invoice will clearly indicate the contract number and IS No., specific alternative to which the material conforms in case of various alternative in IS.

21. CONCILIATION
SCOPE OF CONCILIATION

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

- (a) Disputes relating to levy of compensation for delay in completion Actual amount of compensation.
- (b) Disputes relating to technical examination of works.
- (c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.
- (d) Disputes relating to non-return of schedule "B" stores over-issued to contractor.
- (e) Any other disputes having fair chances of being resolved by conciliation and considered fit to be referred to conciliation by the parties.

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

COMMENCEMENT OF CONCILIATION PROCEEDINGS

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

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

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

NUMBER OF CONCILIATORS

There shall be a Sole conciliator.

APPOINTMENT OF CONCILIATOR

All disputes brought out in para 20.1 (a) to (e) above shall be referred to the sole conciliator viz serving officer not below the rank of Superintending Engineer/ Superintending Engineer (QS&C) having degree in Engineering or equivalent or having passed final/direct final examination of Sub division II of Institution of Surveyors (India) to be appointed by the Engineer-in-Chief, Army Headquarters, New Delhi or in his absence the officer officiating as Engineer-in-chief for Director General of works specifically delegated by the Engineer-in-Chief in writing.

STATUS OF EFFECT OF SETTLEMENT AGREEMENT

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

PARTICULAR SPECIFICATIONS SECTION-I (Contd)

22. CONTRACTOR’S TOOLS & PLANTS AND MACHINERY ETC
LIST OF MINIMUM TOOLS & PLANTS AND MACHINERY ETC REQUIRED TO BE DEPLOYED
AT SITE BY THE CONTRACTOR

Ser No	Description	Quantity	Remarks
(a)	Sawing Machine, Cutting machine	01No	
(b)	Carpentry tools	04Set	
(c)	Compress or for painting	01No	
(d)	Drilling / bending machine, sander	01No	
(e)	Welding Machine	01No	

The contractor shall be required to deploy minimum Tools & Plants and Machinery etc for smooth progress of the work as per time and progress chart (CPM). In case additional Tools & Plants and Machinery etc over and above as given in **Clause 22.1 here-in-before** is required, the same shall be deployed by the contractor without any extra cost. These items can either be in owned or hired by the contractor. The contractor will be at liberty to remove these items from site after obtaining written approval of GE as per condition 34 of IAFW - 2249.

No claim or compensation for idling charges of any of the tools & plants and machinery etc as given in **Clause-22.1** here-in-before shall be payable to the contractor. The contractor’s quoted lump sum is deemed to include the cost of the tools & plants and machinery etc and nothing extra shall be payable on this account for any reason whatsoever.

DAILY RETURNS TOOLS & PLANTS AND MACHINERY ETC DEPLOYED AT SITE

- (b) The contractor shall furnish to the Engineer-in-Charge every morning distribution return of his plants/equipments on the site of work stating the following particulars: -

(i) Particulars of plants/ equipments, their make, manufacturers Model No if any, Registration No if any, capacity, year of manufacture and year of purchase etc.

(ii) Total No (Quantity) on site of work.

(iii) Location, indicating No., (quantity) at each location on the site of work.

(iv) Purchase value on the date of purchase. For the purpose of this condition, plant/ equipment, vehicle No., i.e. of trucks and lorries but neither the workman's tools or any manually operated tools/equipment shall be given. Engineer-in-Charge shall record the particulars supplied by the contractor in the works diary and send the return to the GE for record in his office.
- (c) Loss Or Damages on account of Enemy Action

If as a result of enemy action, the Contractor suffers any loss or damage, the Government shall reimburse to the Contractor such loss or damage to the extent and in the manner hereinafter provided: -

(i) The loss suffered by him on account of any damage or destruction of his plant/ equipment (as defined in special condition (a) above) or materials or any part or parts thereof. (The amount of loss assessed by the Accepting Officer of the Contract or the CWE in case of contracts accepted by GE, on this account shall be final and binding).

(ii) The compensation paid by him under any law for the time being in force to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman's life.

(iii) Payment of compensation for loss or damage to any work or part of work carried out (The amount of compensation shall be determined in accordance with condition 48 of General Conditions of Contracts IAFW-2249).

(iv) No reimbursement shall be made nor shall any compensation be payable under the above provision unless the contractor had taken air defence precautions ordered in writing by the GE/ OC concerned or in the absence of such orders, reasonable precautions. No reimbursement shall be payable nor shall any compensation be payable for any plant/ equipment or materials not lying on site of work at the time of enemy action.
- (d) The contractor must ensure that all Tools & Plants, Machinery and Transport deployed at site are entered in the Works Diary and signed by Engineer-in Charge and contractor.

Contd/.....

PARTICULAR SPECIFICATIONS SECTION-I(Contd)**23. CLEANING DOWN (Refer Condition 49 of IAFW-2249. General Conditions of Contracts)**

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 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.

24. WATCH/LIGHTING

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

REIMBURSEMENT/REFUND ON VARIATION IN "TAXES DIRECTLY RELATED TO CONTRACT VALUE": -

(a) Rates quoted against all items shall be deemed to include all taxes, **Goods & Services Tax** (CGST, IGST & SGST) on works contracts, levies, duties, Octroi, entry tax, labour welfare cess and shall also include all other local taxes as levied by the State Government, local bodies payable under respective statutes etc directly related to contract value, employees provident fund as EPF & MP Act 1952 and all taxes applicable to contracts. No reimbursement/ refund for variation in rates of taxes, duties, royalties, octroi & other levies and/ or imposition/abolition of any new/ existing taxes, duties, royalties, octroi & other levies shall be made except as provided in sub para (b) here-in-below.

(b) The taxes which are levied by Govt. at certain percentage rates of Contract Sum/ Amount shall be termed as "taxes directly related to Contract value" such as **Goods & Services Tax** (CGST, IGST & SGST) as applicable, 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 bid submission end date. Any increase in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on bid submission end date shall be reimbursed to the Contractor and any decrease in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on bid submission end date shall be refunded by the Contractor to the Govt./ deducted by the Govt from any payments due to the Contractor. Similarly imposition of any new "taxes directly related to Contract value" after the bid submission end date shall be reimbursed to the Contractor and abolition of any "taxes directly related to Contract value" prevailing on bid submission end date 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 value", 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. Contractor shall submit the other documentary proof/ information as the GE may require.

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

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

26. BLANK

27. **STATUS AND EFFECT OF SETTLEMENT AGREEMENT:-**The settlement agreement signed by the parties as a result of conciliation proceedings shall have the same status and effect as it is an arbitral award on agreed terms.

28. STANDARD OF WORKMANSHIP

To determine the acceptable standard of workmanship, one block (to be decided by the GE) shall be completed by the contractor well in advance as directed by GE under close supervision of the Engineer-in-Charge and shall be got approved from the GE. The workmanship of various trades and finishes of this block shall serve as guiding samples for work in the remaining works. The sample block shall be completed in all respects as per time of completion specified in schedule "A".

PARTICULAR SPECIFICATIONS SECTION-II(Contd)

29. **EPF CONTRIBUTION:**
(a) As per the existing Govt policy all contractors should get themselves registered with Employees Provident Fund Organization and deposit the necessary contribution with EPFO. All the workers deployed by contractor shall be enrolled as member of provident fund and should be given the Universal Account Number (UAN) and EPF contribution has to be credited to workers account. Failure to provide social security benefits to the worker employed by the contractor is an offence under EPF and MP Act & appropriate penal action can be taken in case of failure to ensure compliance of the Act.
(b) Before releasing the work order after finalization of the tender, it should be ensured that the contractor shall have Provident Fund Code Number (PFCN), if applicable and also a condition be included in the NIT that contractor shall also ensure compliance of the EPF & MP Act, 1952 by the sub-contractors, if any engaged by the contractor for the said work.
30. **CURING AND STRIKING OFF FORM WORK:** The following specifications with regard to curing and striking off form work will be adopted in case of various type of cement issued:-
A Curing period for structural RCC/PCC Work/Plastering/ : As per IS 456 of 2000
pointing/brick work etc for ordinary Portland cement
B Formwork(Striking period)for ordinary Portland : As per IS 456-2000.
cement
C **REMOVAL OF PROPS TO SLABS**
(a) Spanning up to 4.5 meter :9 days
16
(b) Spanning over 4.5 meter :days
23
(c) Spanning over 6 meter :days
D **REMOVAL OF PROPS TO BEAMS AND ARCHES**
Spanning upto 6 meter : 16days
Spanning over 6 meter : 23days
31. **LABOUR REGULATION AND ABOLITION ACT**
Contract labour (Regulation and Abolition) Act 1970 is applicable to MES contracts. Rates quoted by the contractor shall be deemed to take into account the cost etc, required to comply with the provisions contained in the said act and the rules framed under the said act.
32. **OUT OF POCKET EXPENSES**
No out of pocket expenses incurred by the tenderer in submitting this tender will be reimbursed whether his tender is accepted or not.
33. **DAMAGE TO EXISTING STRUCTURES, ROADS AND DRAINS ETC**
Any damage to the existing structure/and existing roads etc during the execution of work shall be made good by the contractor at his own expense. Rectification/replacement, making good and touching up etc. shall be carried out, conforming to the materials and workmanship originally provided and to the satisfaction of the Engineer-in-Charge. In case of any dispute on this account, the matter shall be referred to the GE whose decision shall be final, binding and conclusive.
34. **CONDITIONS OF CONTRACT AND EXECUTION OF WORK**
The material and workmanship shall satisfy the job specifications contained in latest relevant Indian Standard Codes as applicable as on the date of issue of tender by the accepting Officer where the job specifications stipulate requirement in addition to those contained in the Indian standard Codes of practice, these additional requirements shall also be satisfied by the contractor.
35. **INDEMNITY BOND FOR PAYMENT OF LABOUR, WORKMEN EMPLOYED ON WORKS OR OTHER MONEYS OF TENDER PAYMENTS** The contractor shall execute indemnity bond with the GE for enforcement of various enactments like wages Act 1936, Minimum wages Act 1948, employees liability Act 1938 workmen's compensation Act 1923 or any other Act or enactment's related to in directly and directly labour employed on works and rules framed there under from time to time for the time being enforce. In case of non compliance of any of the enactment's by the contractor, the GE shall be empowered to exercise the powers vested in him as the principal employer and the amount so not paid to the labour/workman to be deducted from the sum become due under this Contract or from other Contracts in terms of condition 67 of IAFW-2249, General Condition of Contracts.

Contd/.....

PARTICULAR SPECIFICATIONS SECTION-I(Contd)

36. **HANDING OVER SITES**
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.
37. **APPROACHES**
The Contractor shall make arrangements for and provide at his own cost all temporary approaches,ifrequiredtothesite(s),afterobtainingapprovalinwritingoftheGETothelayoutof such approaches.
38. **LOCATION OF BUILDINGS AND WORKS**
There may be some changes in location/ siting of building shown in site (Layout) plan(s) to suit local conditions and/or departmental requirements. The contractor shall have no claim what-so-ever consequent to such changes in the location/ siting of works.

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACT)
FOR ACCEPTING OFFICER

Contd/....

PARTICULAR SPECIFICATIONS SECTION-II**1. GENERAL**

(a) Work under this contract shall be carried out in accordance with schedule 'A', particular specification, drawings, general specifications and other provisions in MES Standard Schedule of Rates here-in-after called as MES Schedule read in conjunction with each other. In case of variation in specification and make given in various parts of tender documents, the order of precedence to be followed as under:-

- (i) Schedule 'A' (BOQ).
- (ii) Particulars specification Sec-II.
- (iii) Appendix 'B' Particular Specification Sec-II.
- (iv) Drawings.
- (v) IS(Appendix-A).

(b) Terms "General specifications" referred to here-in-after as well as referred to in IAFW-2249 (General conditions of Contracts) shall mean the specifications contained in the MES Schedule (Part-I).

(c) General rules, specifications, special conditions and preambles in the MES Schedule shall be deemed to be applicable to the work under this contract unless specifically stated otherwise in these documents in which case the provision in these documents shall take precedence over the aforesaid provision in the MES Schedule. The terms "as specified" wherever appears in tender documents and drawings relates to relevant particular specifications and in its absence general specifications.

(d) Where specifications for any item of work are not given in MES Schedule or in these particular specifications, specifications as given in relevant Indian Standard (IS with all upto date amendments at the date of receipt of tender) or code of practice shall be followed.

(e) Any drawing which is mentioned or further referred on the drawings forming part of the tender and tender documents itself but not specifically mentioned in the list of drawings shall be deemed to be forming part of the tender. The tenderers shall refer such drawings/details in the office of Accepting Officer/ concerned CWE/ GE.

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.

Where specifications/ provisions given in these particular specifications are at variance with the provisions/ specifications given in MES Schedule, specifications/ provision given in these particular specifications shall be followed.

2. SCOPE OF WORK

The scope of work consists of all as given in the BOQ, all as described and as specified in these Particular Specifications for the item works listed in Appx 'I' to these PS – II for the following works:-

(a) Repairing to Steel and Wooden Items of Tables, Chairs, Teapoys, Sofa Sets, Almirahs, Charpoys, Beds and Racks at various OTM / MD Accn of Naval Base at Okha under GE Navy Porbandar.

3. FRENCH POLISH

French polishing wherever indicated and as specified shall be executed as specified hereinafter.

PREPARATION OF SURFACE: Planking marks shall be removed by means of wood scrapper and the surfaces smoothened with sand paper No.2. Fill and stop the surface with creamy consistency and adding sufficient quantity of ram sienna to obtain the desired tint/ colour to the base. When the surface is completely dry, wipe off superfluous filler and set aside for 24 hours for the surface to harden. Prepare solution of 10 Z of shellac to 4 OZs of methylated spirit shellac crystals & shall be washed in Luke warm water to remove the dust etc, and dried before use. Shake the mixture until the ingredients are completely dissolved decant the solution.

Take a wad of cotton wool and partially saturate it with the mixture thus prepared and enclose the wad in a piece of linen cloth and apply to the surface along side the grain with light even pressure. If the wad shows any sign of sticking, it should be slightly dipped in mustard oil. Continue rubbing until a thinly coated semi glossy appearance is obtained. Set No. 'O' to remove any raised grains, repeat polishing the surface as before until a clear grained smooth surface is obtained. When a clear-grained smooth surface is obtained it should be allowed to harden for about an hour. Rub the surface again with No. 'O' sand paper

Recharges were as before and apply the solution to the surface in circular motion until the whole surface is covered once over. Charge the wad with methylated spirit and apply with straight strokes in direction of grains until the required gloss, to the approval of the Engineer-in-Charge, is obtained. Apply French polish with clean cotton pad, rub hard on the wood uniformly and completely covering the surface with polish and allow drying. Polish with a clean cloth slightly and quickly with circular motion. Repeat the above process till high glossy surface to the approval of the GE is obtained.

The contract or may use ready mixed French polish of sheen lac /tower /Cot make or other equivalent approved brand with the prior approval of the GE without financial adjustment.

Recharges were as before and apply the solution to the surface in circular motion until the whole surface is covered once over. Charge the wad with methylated spirit and apply with straight strokes in direction of grains until the required gloss, to the approval of the Engineer-in-Charge, is obtained. Apply French polish with clean cotton pad, rub hard on the wood uniformly and completely covering the surface with polish and allow drying. Polish with a clean cloth slightly and quickly with circular motion. Repeat the above process till high glossy surface to the approval of the GE is obtained.

PARTICULAR SPECIFICATIONS SECTION-II**4. PAINTING**

Synthetic enamel paint for under coat and finishing coat shall be exterior, type-I conforming to IS- 2932-1974 and shall be of approved manufacturer. Primer shall conform to IS-102-1962 for steel surfaces and IS-3536-1966 for wood surfaces.

Paints shall be superior paint and the exact tint shall be as specified hereinafter and/or indicated in drawings. Contractor shall, when required by the GE, produce certificate from the manufacturers or their representatives to establish that the brands of paint purchased by the contractor from them satisfy the requirements of the relevant Indian Standards or are superior to the quality specified in the relevant IS specifications.

Paint for priming coat, under coat and finishing coat shall be of the same manufacturer.

PAINTING TIMBER SURFACE WITH SYNTHETIC ENAMEL PAINT

Where painting to timber surface with synthetic enamel paint is indicated in drawings and/or specified hereinafter, the surface shall be prepared by cleaning the surface free from dirt and other foreign matter and the surfaces shall be sand prepared smooth along the line of grain and dust clean. Apply a coat of synthetic primer. The surface shall then be bonded in with liquid wood filler of approved make, allowed to dry and rub with sandpaper after moistening the surface with water. Clean the surfaces and apply two coats of synthetic enamel paint (one under coat and one finishing coat) and finish the surface so as to have a highly glossy appearance.

PAINTING ON STEEL SURFACES

The surfaces shall be thoroughly cleaned of dirt , flux material , other foreign matter and scrapped thoroughly with hand scraper followed by wire brushing firstly with fine wire brushes and finally sand papering the surface to remove all mill scale and rust. The surfaces then be wiped finally with mineral turpentine to remove grease etc.

Immediately after the preparation of the surfaces priming coat shall be applied by brush, working in the paint in to the fine dent sand ensuring a continuous film with out runs. After the primer coat is hard dry, the surface shall be rough sanded without scratching or in any way damaging the primer coat and surface cleaned free from dust. The under coat and finishing coats shall be applied with brush subsequently.

5. PLYWOOD

Ply wood where shown on drawing and/or specified hereinafter shall be of BWR/ BWP grade as specified in Sch A, type 'A' confirming to IS-303 of 1975.

Where decorative plywood, plywood with teak face veneering on one side (decorative face veneering on one side) shown on drawing and/or specified hereinafter shall be of Grade-I, conforming to IS-1328. The plywood used in the manufacture of decorative plywood shall be of BWR synthetic resin bonded type.

6. PRE-LAMINATED PARTICLE BOARD

Pre-laminated particle board shall be of melamine faced. Flat pressed three layered pre-laminated wood particle board exterior grade, bonded with phenol formaldehyde synthetic resin, duly stamped IS-3087 with Pre-laminated of approved shade on one side and other side with white balancing lamination or both sides laminated as indicated.

Core of particle board, veneered or un-veneered shall also be conforming to IS-3087-1985 exterior grade.

Note: Irrespective whatever shown in drawings and / or in this tender documents, the surfaces exposed (to vision) of the particle board shall be pre-laminated and accordingly one side laminated or both side laminated or plain particle board shall be provided. However, backside of almirah, book case, side board and other such items which are meant to be kept along side wall and where particle board is indicated in drawings/key specifications, even though it is exposed to vision yet, it shall be one side laminated (internal surface). Vertical partitions shall be both side laminated and horizontal partitions shall be one side laminated (top side) for items such as almirah /side board/book case/etc.

7.0 MAKING GOOD THE DAMAGE SURFACES any damage occurred to furniture during the process of repairs will be made good by the contractor at his own risk and cost. No extra payment shall be made to him on this account.

8.0 BUILDER HARDWARE

Unless otherwise specified / indicated on drawings, all articles of builder hardware shall be of aluminium anodized, natural colour, aluminium monger shall be ISI marked and approved make.

Knobs for drawers/cup boards etc shall be of brass chromium plated.

Samples of builders hardware fittings shall be first got approved by GE before placing bulk orders for the same.

PARTICULAR SPECIFICATIONS SECTION-II

9.0 SCREWS FOR FIXING WOODEN MEMBERS

Unless otherwise specified screw shall be steel wood screws mettled and shall be of size/type as approved by GE. Where indicated brass screws shall be used instead of wooden screws.

Screws shall not be thinner than designation 8 of length not less than twice the thickness of board/members to be fixed.

Steel wood screws shall conform to IS-45 and shall be clearly finished and shall be true and concentric with the shank. Slots in the head shall be clear, straight and free from burrs and centre with regard to the head, threads shall be clear and well defined screws shall be in self colour condition.

Brass fittings shall however be fixed with brass screws.

Dowel and pins (for wooden furniture's) : Dowels and pins for securing mortise and tenon joints where required shall be of solid bamboo pins of good quality.

10. STEEL AND IRON WORK

Conduits/Tubes indicated in drawings shall be electric resistance welded tubes of gauge as specified conforming to IS specifications, where thickness of conduit is not specified, the same shall be 16 gauges.

Bars flat MS. MS rounds, MS plates and GI sheets shall conform to IS-226 of 1975 (Standard quality).

Wherever the thickness of MS/GI/CRC sheets, plates tubes are indicated in BWG, the same shall be considered as the nearest equivalent SWG manufactured. No price adjustment in this account shall be accounted.

11. HARD RUBBER RINGS AND TOES/SHOES

Provide hard rubber/plastic rings of appropriate size for the legs of chair etc, where shown on drawings. These shall be fixed with brass screws of appropriate size as directed. In case of steel legs suitable hard rubber toes/shoes shall be provided.

12. PLASTIC CANING

Plastic caning, where shown on drawing or specified hereinafter shall be worn out of plastic strips manufactured by M/s Plastic Packing Limited, Chowpati Chamber, Sandhurst Bridge, Mumbai-7, M/s Khira Steel Work Pvt Ltd, Mumbai, M/s Vijay Sarathi BM Sons, Hyderabad, M/s Maharashtra Plastic Cane Industry, Mumbai. (The Code No pertaining to required specification is given as under) or any of other equipment and approved :-

(a) Code "GARCANE" Plastic Cane width 15x16 gauge thickness No 1840, 25 to 27 gauge (1.00mm x 0.46mm).

(b) Colour Gleam livery or white as approved by GE.

(c) Code "GARCANE" for borders with 3mm x 0.60mm No 3050.

(d) Colour Gleam livery or white match the cane weaving.

Wherever plastic caning/cane weaving is required to be carried out, the method of cane weaving as indicated in the respective drawings of the furniture items shall be adhered to.

The contractor shall first produce a sample of cane weaving. After approval of the sample, the contractor shall proceed with the weaving of the articles.

13. TIMBER:

All timber required for the manufacture of furniture, unless otherwise specified or shown on drawings or in the brief specifications, shall be Indian teak wood (Tectona Grandis) (1st class hard wood).

Timber should be of natural growth, uniform in texture, colour and grain, straight in fiber, sound and well seasoned to prevent warps & twists. It should be free from sap, loose knots and dead knots exceeding 12mm, cup shakes, worm holes, soft spots and all other decay and effects. These specifications shall take precedence over any notes mentioned in drawings regarding quality of timber.

A tolerance of 1.5mm on each wrought face of timber shall be allowed for members over 12mm thick but for members of 12mm thick or less, no tolerance shall be allowed. Also No tolerance shall be allowed in overall dimensions of furniture. The size shown on drawings are finished sizes. No tolerance is allowed for panel/panel shutters.

PARTICULAR SPECIFICATIONS SECTION-II

Figured dimensions in the drawings are to be followed in preference to scaled dimensions.

Contractor shall produce the paid vouchers and test certificate of the timber incorporated in the work.

Unless otherwise specified boarding (timber) planks required in the work:-

- (i) Shall be one piece for overall width not exceeding 20 cms.
- (ii) Shall be not more than two pieces with rebated joints between the plants (i.e. secret nailing for the joints shall also be as directed by GE) for overall width exceeding 20 cms but not exceeding 40 cms.
- (iii) Shall be not more than three pieces with rebated joints as stated in Para (ii) above between the plants for overall widths exceeding 40 cms but not exceeding 60 cms.

The boarding shall be in one length. No joint shall be permitted.

14. SEASONING OF TIMBER

Timber should be well seasoned. Maximum permissible moisture content in timber shall not exceed 12% (Twelve percent) i.e. maximum permissible for climatic Zone-1 as per IS-287. A relaxation plus 2% (Two) will be permitted. Seasoning of timber shall be done as laid down in IS-1411.

The contractor shall produce necessary certificates from the timber merchant to the satisfaction of GE that the timber used in the manufacture of furniture is well seasoned. The sample shall be got tested as per relevant IS in approved laboratory as directed by GE.

The contractor shall afford facilities for inspection by MES Officer to satisfy for themselves that the timber is well seasoned at no extra charge.

15. PLYWOOD FOR CHARPOY : - Plywood shall conform to the requirements of IS 303-1975 and shall be having ISI Mark, GRADE A. Plywood shall be of grade BWP. The thickness of plywood and no of plies shall be as described under relevant items of Schedule 'A' and as shown on drawings . Plywood board shall be uniform thickness and free from warp and cracks. The faces of plywood boards shall be reasonably smooth with face veneers of uniform thickness. The edges of the boards shall be trimmed square. Plywood shall be procured from any one of following manufacturer: -

- | | | |
|-------------|--------------|-------------|
| (a) DUROPLY | (b) GREENPLY | (c) Century |
| (d) KITPLY | (e) BHUTAN | |

16. WORKMANSHIP

- a) The threads of short rail & legs shall be 25mm long and in long rail thread shall be 50mm at one end and 25mm at other end as directed by the Engineer in Charge / BSO.
- b) The long rails /short rails and legs shall be issued to the contractor as required basis for cutting threading.
- c) After cutting threading of long rail / short rail charpoy shall be assembled as complete providing 3 way GI elbow 32mm bore and GI check nuts 32mm bore - 2 Nos GI check nut shall be provided in one charpoy (one each in long rail 50mm long thread side)
- d) Threading and cutting of long rails, short rails and legs shall be done carefully by machine. During threading if any damages caused the same shall be made good by the contractor at his own risk and cost

17. ACCOUNTING: The contractor shall render receipt in duplicate for the articles received for repairs quoting the CA No to the BSO. A delivery note shall be rendered by the contractor while returning the articles to the Department after repairs.

18. RESPONSIBILITY: The contractor is responsible for any loss or damages to the chairs of MES while in his custody and such damages shall be made good by him to the entire satisfaction of the Engineer-in-Charge. Contractor shall not have any claim on this account.

19. LIST OF DRAWINGS: List of drawings forming part of the tender documents are mentioned in Schedule "A" specifications herein before. Drawing mentioned in the brief specification are shown in standard furniture drawings issued by E-in-C's branch, New Delhi including all amendments, errata and revisions issued till to date.

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACT)
FOR ACCEPTING OFFICER

LIST OF MAKES / MANUFACTURERS OF EQUIPMENTS / MATERIALS / PRODUCTS

- (i) The makes given in this Appendix shall be applicable to the extent required as per the Scope of this tender. The materials provided under this tender shall be of the approved brand / manufacturer / Makes given here under except in Schedule ‘A’ / BOQ or Particular Specifications.
- (ii) In case makes are specifically mentioned in Schedule ‘A’ / BOQ, then makes specified in Schedule ‘A’ /BOQ shall only be provided.
- (iii) Makes specified in Particular Specification Section – II shall be provided only when no makes are specified in Schedule ‘A’ / BOQ.
- (iv) In case makes on any item(s) is / are not specified in any of the aforesaid documents, such items shall be of reputed make as approved by GE in writing and shall bear ISI marking.
- (v) Irrespective of makes, manufacture in tender documents, material(s) should not be procured from/of the makes, manufacturers, brands, models etc, if as on date, there is ban due to technical defaults or not operating / manufacturing for a long time or, non-existent etc. No claim whatsoever on this account shall be admissible to the contractor later on.
- (vi) In order to decide the equivalency of cat part of different makes, models and manufacturers; cost, specifications and parameters etc. shall be taken into consideration by the Engineer-in-Charge. In case of difference in the opinion of Engineer-in-Charge and contractor, decision of the GE shall be final, conclusive and binding. No claim whatsoever on this account shall be admissible to the contractor later on.

SI No.	Items	Makes
1.	Pre-laminated Particle board/ Particle board Veneered particle board/ MDF Board	Kitply / Archidply / Greenply / Century / Archidlam / Greenlam
2.	Paint	Asian (Apcolite brand)/Shalimar (Superlac brand)/Berger (Luxol brand)/Johnson & Nicholson (Brolac brand)
3	French polish	Berger/Asian/Shalimar/Nerolac/Power/ Shenalac
4	Plywood	Kitply/Greenply/Anchor/Century/ Archidply
5	Foam	Sleepwell/Coirfoam/Dunlop
6	Locks	Godrej/Harrison/Link
7	Mirror	Atul/Goldfish/Modiguard/Tata/Saint Gobin/ Asahi
8	Laminated sheet	Formica/Sunglass/Sunmica/Bakelite Hylam
9	Plastic cane	Maharashtra Plastic Industries / M. M. Plastic Industries (Gold cane)

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACT)
FOR ACCEPTING OFFICER

GENERAL CONDITIONS OF CONTRACTS (IAFW-2249:PRINT-1989)
FOR
ITEM RATE CONTRACTS (IAFW-1779-A)

A copy of the MES GENERAL CONDITIONS OF CONTRACTS (IAFW-2249: Print-1989) with Errata and Amendments has been supplied to me/us and is in my/our possession. I/We have read and understood the Provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACTS before submission of this tender and I/We agree that I/We shall abide by the terms and conditions thereof.

It is hereby further agreed and declared by me/us, that the MES General Conditions of Contracts (IAFW-2249: Print - 1989) including Condition 70 thereof pertaining to settlement of disputes by Arbitration containing 33 pages (Serial page Nos. 33 to 58) with errata 1 to 20 and Amendment Nos.1to 49 (Serial page Nos. 58 to 72) form part of these tender documents.

(SIGNATURE OF CONTRACTOR)
DATED: _____

AGE (CONTRACT)
FORACCEPTING OFFICER

SCHEDULE OF MINIMUM FAIR WAGES

It is hereby agreed that the "Schedule of Minimum Fair Wages" (SMFW) as published vide Government of India Notification dated 10 Mar 92 (Revised upto date), form part of these tender documents.

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

NOTE:"Schedule of Minimum Fair Wages "referred to above is available for reference, in any MES Office."

(SIGNATURE OF CONTRACTOR)
DATED:

AGE (CONTRACT)
FOR ACCEPTING OFFICER