

JOB NO 0331/2024-25 (S&C)**NAME OF WORK : SUPPLY AND CONSTRUCTION 'A' VEH RAMP
POKHRAN**

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CA NO 04 of 2024-25

107 Engineer Regiment
Gate No 2, Near MES Water
Point, Khetolai, Pokhran
Rajasthan, Pin-345031

2109/0331/24-25/ /OPW

Oct 2024

M/S_____

COMMANDING OFFICER 107 ENGR REGT, C/O 56 APO REQUEST FOR PROPOSAL
(RFP) INVITATION OF ONLINE BIDS FOR “A” VEH RAMP (QTY-01)
(SUPPLY AND CONSTRUCTION)”

1. Tender documents for the above-mentioned work are uploaded herewith on www.defproc.gov.in. You are invited to participate in this competitive tendering by uploading the tender in two covers i.e. **one is technical bid/applications and the second is price /financial bid**. However, the President of India does not bind himself to accept the lowest or any tender.
2. All critical dates i.e. publishing dates, downloading dates and bid submission dates shall be referred as per the NIT details mentioned and updated on the website.
3. Tender documents for the above work have been uploaded on the website www.defproc.gov.in.
4. Instructions for completion of the tender documents are also given which should be complied with. The contractor's particular attention is invited to the same, which deals with e-tendering process and some new eligibility criteria which are now being introduced in the Deptt.
5. Tenderers to note that **NO OFFLINE TENDER SHALL BE ENTERTAINED**. The tender documents are available online on website “www.defproc.gov.in”. The interested tenderers/firms must have Digital Signature Certificate (DSC) functional and duly registered on website <https://defproc.gov.in> as bidder. Bid will be opened on due date and time fixed for opening in the presence of tenderers/bidders or their authorised representatives, who have uploaded their quotation bid and who wish to be present at the time of opening the bids.
6. Tenderer shall note that the Information Technology Act, cyber Act along other Act as relevant shall be applicable.
7. Instruction for participating & filling of the tender and all documents referred to along with this letter shall be forming part of tender documents and shall be complied with.
8. The rates quoted by the contractor shall be deemed to be inclusive of all taxes viz GST, duties, Royalties, Cess & other levies payable under the respective Statutes, if any applicable as on end date of Bid Submission of tender. For details, refer Special Condition 28 of this Tender. It may be noted that conditional tender regarding this aspect and/or on any other account will not be considered and shall be liable to be **REJECTED**.
9. Bidders shall also ensure that they are holding “**GST Registration Number from concerned Authority**”. Bidders are advised to note that this shall be one of the mandatory criteria for qualifying in ‘**T**’ bid and shall be uploaded alongwith other documents. Bidders Non –uploading same shall be disqualified in ‘T’-evaluation and their finance bid shall not be opened.

10. 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 quotation shall be considered as non-bonafide. In such cases the lowest tender shall be determined by the lowest amount amongst the valid/bonafide bids only.

11. The address and contact numbers for seeking any clarifications regarding this RFP are given below :-

- | | | | |
|-----|--|---|---|
| (a) | Queries to be addressed to | : | Engineer Planning Officer
107 Engineer Regiment. |
| (b) | Postal address for sending the Bids | : | 107 Engineer Regiment
Gate No 2, Near MES Water Point,
Khetolai, Pokhran
Rajasthan, Pin-345031 |
| (c) | Name/Designation of the contact person : | | Lt Col Ranjith K R
Engineer Planning Officer |
| (d) | Telephone numbers of the contact person: | | 9773321260 |
| (e) | E-mail Id of contact personnel | : | ranjithkr.044m@gov.in |

Your's faithfully

(Ranjith K R)
Lt Col
Engineer Planning Officer
107 ENGR REGT

Signature of Contractor

**INSTRUCTIONS FOR SUBMISSION OF BID/ TENDER DOCUMENTS TO BE
COMPLIED BY THE TENDERER**

1. **Earnest Money Deposit:** All eligible Contractors are required to submit Earnest Money Deposit as per details in NIT either in the form of Call Receipt Deposit or FDR from a Schedule Bank in favour of Commanding Officer 107 ENGR REGT. Non-submission of earnest money will render the tender as non-bonafide and consequently rejected.

2. **Performance Security Deposit:** The performance security shall be in favour of Accepting Officer in any of the forms to include Bank Guarantee (Issued by Nationalized /Scheduled Bank with modifications with respect to Performance Security in place of Security Deposit), Govt Security for an amount equivalent to 3% of the contract sum before Supply & Construction Order. In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as part of the Performance Guarantee and the bank is unable to make payment against the said fixed deposit receipt the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. Noncompliance of this provision shall constitute sufficient grounds for cancellation of awarded contract and forfeiture of Earnest Money. In case contractor fails to complete the work under the contract then the Performance Security deposit will be deposited in the govt treasury through MRO.

3. **General Instructions for Compliance**

3.1 The tender will only be accepted in the electronic form. All bids to be submitted on website "www.defproc.gov.in" portal. No offline submission of tender is acceptable. The tendering is based on 2 cover system. The tenderer shall submit the documents in requisite format as stipulated in NIT & tender documents and as mentioned herein after.

3.2. Cover wise contents & documents are given herein after. All the enclosures/attachments to be uploaded by bidder for cover 1 shall be in pdf format. The bill of quantities (BOQ)/price Bid shall be uploaded under cover-2 and shall be in Excel sheet (.xls) format. All the documents must be signed by the bidder before submission. The list of documents & content are given as under:-

3.3 **COVER -1:** The documents/details must be scanned & converted in pdf form before uploading to include all the documents as per list given below :-

Eligibility Criteria: -

(a) **Bidder Turnover:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as more than 50% on total tender value. Documentary evidence in the form of certified audited balance sheets of relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3 year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

(b) **Experience Criteria** : The bidder should have regularly executed same or similar category work at any Central/State Govt Organization/PSU Public Listed Company in last 3 years before the bid opening date. Copies of relevant contracts to be submitted is as follows:-

- (i) Single order of at least 35% of estimated bid value or
- (ii) Two orders of at least 20% each of estimated bid value or
- (iii) Three orders of at least 15% each of estimated bid value.

- (c) **Compliance of Tender Documents**: The contractor should read all pages of tender documents and upload the same with bid duly signed and stamped.
- (d) **Past Performance**: Contractor should upload the Past performance certificate issued by respective organization. Performance Report of work done by bidder issued by the concerned appropriate authority (Issued by Government Department only such as MES, Railways, CPWD, PWD, Engr Regt).
- (e) Application for bid participation in Firm's letter head.
- (f) Scanned copy of DD towards Cost of tender (original copy of EMD deposit to be handed over to 107 ENGR REGT C/o 56 APO before bid opening date).
- (g) Scanned copy of GST Registration.
- (h) Any other documents which the bidder feels relevant or mentioned in NIT.
- (j) Scanned copy of EMD deposit in form of FDR/BGB (original copy of EMD deposit to be handed over to 107 ENGR REGT before bid opening date).
- (k) Affidavit that no Govt recovery is due against the firm.
- (l) Copy of valid passport or police verifications of each of the director/partner or proprietor of company/firm.
- (m) Work order details during last 03 years as per format given and other details to prove eligibility as per Manual of Contract 2007 (Available on internet). To include copies of Work order issued by any Govt department of works of similar nature of work.
- (n) Copy of Income Tax Return for last 03 years OR Form 26 AS for last 03 years.
- (o) Turnover certificate for last 03 years duly signed by CA.
- (p) List of work in hand under progress as on date of submission of bid (Work order/Supply order copy).
- (q) Integrity Pact as per Format.
- (r) Tender Conditions Acceptance Certificate. (**Format** is attached as **Appendix 'A'** to this contract)
- (s) Undertaking or performance criteria. **Format** is attached as **Appendix 'B'** to this contract)
- (t) Non-blacklisting declaration. **Format** is attached as **Appendix 'C'** to this contract)

(u) **Engineering Establishment**. The bidder shall have in his establishment: -

One (01) Graduate Engineer from a Government recognized institution with minimum experience of 02 years.

OR

Two (02) Diploma Engineers from Government recognized institution with minimum experience of 04 years.

Note :-Please forward affidavits on non-judicial stamp paper each duly notarized from your side having employed each engineer and from engineer side of taking your employment duly supported by attested copy of engineering degree/ diploma certificate as applicable to the individual.

(v) T&P, Machinery and Manpower:- The contractor should give an affidavit for possession of required T& P, Machinery and manpower to complete the work as per standard engineering practice and IS Code.

Note:-Please submit affidavit on duly notarized affirming being in your possession and having ownership of above T & P.

(w) Constitution of firm on an affidavit duly notarized indicating status of firm, i.e. whether it is proprietorship or partnership or Limited firm.

(x) Certified copy of PAN No. /TIN No./GST No of proprietor / partners / firm.

(y) Indemnity Bond on non-judicial stamp paper of requisite value duly attested by Notary (on format given below)

(z) Bank Solvency certificate.

INDEMNITY BOND

This bond of indemnity is executed on this _____ day _____ by M/s Shri _____ having registered office at _____ to indemnify the Govt of India of the following: -

1. We undertake to pay the Government of India any damages that may be found to be recoverable on order of our contracts or failure to execute the contract.
2. We undertake that in case Government is put to pay any loss or disadvantage in execution of contract, the firm shall indemnify the government for all loss or disadvantage.
3. This bond of indemnity is executed by M/s _____ and have signed before me. Whatever stated above is true and correct to the best of my knowledge and belief.

Signature of Contractor

Notary

(aa) Notarized affidavit that there is no relationship with any Gazetted/Commissioned Officers and JEs in Department/Corps of Engineers/Ministry of Defence. In case of relation the same shall be disclosed with details.

(ab) An affidavit affirming that all the information and details furnished are true and the bidder may be liable for suitable administrative and legal action in case the information and details are found to be false/ incorrect.

Note: All affidavits must be submitted duly notarized and shall be on Non judicial stamp paper of requisite value.

3.4 **COVER-2** : Bill of quantities (price/financial Bid) shall be uploaded by bidder duly digitally signed in Excel sheet (.xls) format within the duration (time) allowed for bid submission. This shall be uploaded by contractor along with documents of cover-I. The price Bid/BOQ of those contractors who are considered technically qualified as per documents in cover-I only shall be opened.

4. All bids and documents will be digitally signed by the contractor.

5. The tender documents along with all concerned documents shall be published and made available in public domain (on website www.defproc.gov.in). The time and date fixed under "Critical Dates" heading shall be complied by tenderers & Dept respectively as applicable.

6. The tenderer shall login through by creating his login Account on above said website to participate in tendering. The bidder shall download complete tender documents & go through it thoroughly and quote his rates in BOQ (cover 2 enclosures) after downloading the same. The Bidder must enter name of his firm/Company & the Lump Sum in relevant column & location and submit/ upload his bid after digitally signing the same. The bidder shall note that he will not modify or make any change in any of the documents uploaded by the deptt. In case any such modification/ tempering is noticed at any stage, administrative and other action as suitable as per law shall be taken. Contractor shall note that after the date and time fixed for submission of bids no correction/revision can be made to any document. Contractor shall employ Indian national only after verifying their antecedents and credentials. Attention is drawn to condition No 24 & 25 of IAFW- 2249. Subletting of work/contract in any form is not allowed. In this connection Condition No 18 & 53 of IAFW-2249 shall be referred. For submission of Bid (Technical & price both), the contractor shall ensure timely submission of all documents as per NIT & Tender stipulation.

7. In the event of lowest tenderer revoking his offer or revising his rates upwards/offering voluntary reduction, after opening of the Technical / Price Bid, the Earnest Money deposited / 2% of total contract amount shall be forfeited. Reduction offered by the tenderer on freak high rates referred to the tenderer for review shall not be treated as voluntary reduction.

8. Description of items of work mentioned in "Schedule of work – BOQ" shall be read in conjunction with notes given under Sch 'A' (Schedule of works - BOQ). The contractor shall employ Indian Nationals after verifying their antecedents and loyalty. 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. Modification to the rates quoted in the BOQ (excel sheet) possible before the bid closing time and date.

9. **CPM**. The tenderer is expected to be fully conversant with the technique and employ technical staff who can use the technique in sufficient details. Sufficient books and other literatures on the subject are widely available which the tenderer may make use of. The tenderer is responsible for supply of all the stores/materials and construction of the shelter as per the specification specified in the tender documents. In case of any ambiguity on the design/specification, the minimum scope as per the provisions given in IS code/ MES SSR-2020 (Part-II) to be provided as per normal engineering practices.

10. The tenderers attention is drawn to special conditions of the tender regarding preparation of the detailed network and time schedules as for the work and his liability for employing sufficient resources to adhere to this schedule. Any inability on the part of the tenderer in using the technique will be taken as his technical insufficiency and will affect his class of enlistment and future prospects for receiving tenders for the works.

11. The department may issue amendments/corrigendum to the tender documents before date & time fixed for start of bid submission. The tenderer is required to read tender documents in conjunction with the amendments if any, issued by the department. Only the errata/amendments issued by the department shall hold good.

12. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking, giving a price preference over other tender(s)/bids which may be lower, as are admissible under the Government Policy. No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/bid is rejected.

13. The uploading of bid implies that the bidder has read this notice and the conditions of contract and has made himself aware of the scope and specifications of work to be done and of the conditions and rates at which stores, tools and plant etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.

14. **OFFICIAL SECRETS ACT** : The Contractor shall be bound by the Official Secrets Act, 1923.

15. **Details of Supply and Constr 'A' Veh Ramp along with paying authority is as under:-**

Ser No	Job No	Description	Location of work	Paying Authority	Qty of Assets
(a)	0331/2024-25 (S&C)	'A' Veh Ramp	Pokhran, Rajasthan	CO, 107 Engr Regt	01

16. These instructions shall form part of the contract documents.

Sig of Contractor_____

(Ranjith K R)
Lt Col
Engineer Planning Officer
For Accepting Officer

107 ENGR REGT NOTICE OF TENDER (e-TENDER)

1. A tender is invited from the contractor's meeting eligibility criteria for the work as mentioned in para 3.3, page 4 of instruction for submission of bid documents.
2. The work is estimated to cost as indicated in Appendix 'A' to Notice of Tender. This estimate however is not a guaranteed and it is merely given as rough guide. If the work costs more or less than the estimated amount, the tenderer will have no claim on this account. The tender shall be based as mentioned in Appendix 'A' to Notice of Tender.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' to Notice of Tender in accordance with the phasing, if any, indicated in the tender from the date of handing over site.
4. One tenderer/bidder or one firm of the contractor shall participate in not more than one online submission of tender. Under no circumstances will a father and his son(s) or other close relations, who have business dealing with one another be allowed to tender for the same contract as separate competitors. Breach of this contract condition will render the tender of both parties liable to rejection.
5. The Commanding Officer 107 ENGR REGT, c/o 56 APO will be the Accepting Officer, hereinafter referred to as such for the purpose of this contract.
6. The tenderer/bidder are required to submit all the documents as given in para 3.3 of instruction for submission of bid documents. In case of any deficiency in the documents the same will be intimated to the bidder through document short fall on the portal and bidder will have opportunity to submit the same within prescribed period.
7. Complete status of bids Cover 1 & 2 and its opening etc will be updated on website immediately of the happening of the event or change in status. Submission of documents under cover 1 & price bid under cover 2 does not guarantee the acceptance thereof. The price bid of all bidders shall be opened subject to the condition that the bidder qualifies the laid down eligibility criteria and conditions of the tender. The bid will be awarded to lowest and qualified bidder subject to availability of funds.
8. Tender forms and conditions of contract and other necessary documents will be uploaded in cover - 1 & cover-2 as per date given in aforesaid Appendix 'A' to Notice of Tender.
9. The Commanding Officer 107 Engineer Regiment, will return the earnest money applicable to all unsuccessful tenderers by endorsing an authority on the deposit receipt for its refund. All tenderers must be very careful to upload a bonafide tender, and its related documents failing which the Accepting Officer may at his absolute discretion, reserve the right of forfeiting a portion of Earnest Money, Security Deposit or Security Bond amount (not exceeding amount of cost of tender) deposited by the tenderer. A bonafide tender must satisfy each & every condition laid down in this tender.
10. Contractor quoted rates shall be deemed to include amendments/ corrigendum's to tender documents published till last date & time of closing of bid submission. Contractor shall regularly check the corrigendum's published to keep them upto date.
11. Contractor shall quote his rate on the latest BOQ published online with reference to the tender. Bids quoted on previous BOQ shall be summarily rejected and not considered as Bonafide and suitable necessary action may be initiated against the contractor.

12. The tenderers are **advised to visit the site by making prior appointment with the Engineer Planning Officer of the Regiment**. A tenderer shall be deemed to have full knowledge of all related documents, samples, site etc. whether he has inspected site or not. The tenderers can submit the tender (cover No 1 & 2) up to the last date & time of submission of bid and the bid will be opened online by the Opening officers on the date & time mentioned / stipulated.
13. Copies of the drawings and other documents pertaining to the work and sample of materials to be incorporated by the contractor will be kept open for inspection of the tenderers in the office of Commanding Officer, 107 Engineer Regiment as mentioned the Particular Specification.
14. The Accepting Officer reserves the right to accept a tender submitted by a public sector undertaking giving a purchase preference over other tenders(s) which may be lowest, as are admissible under the Govt policy. No claim for any compensation or otherwise shall be admissible from such tenderers whose price bid (cover No 2) may be rejected on account of said policy.
15. Tender Issuing Authority, 107 Engineer Regiment will upload status of tender on the date and time indicated in the aforesaid Appendix 'A' to this Notice of Tender.
16. Any tenderer, who puts any alterations to any of the conditions, laid down or puts any other condition of any description whatsoever in his bid submitted is liable to be rejected.
17. The submission of tender by a tenderer implies that he has read the conditions of the tender and has made himself aware of the scope and specifications of work to be done, local conditions and other factors bearing on the execution of the work. This shall also include all the taxes, GST, entry tax, vitality tax of forest department etc.
18. The Accepting Officer does not bind himself to accept the lowest tender or any tender or to give any reason thereof.
19. Subletting of work is not permitted.
20. This Notice of tender shall form part of the contract.
21. The office of Commanding Officer 107 ENGR REGT will be Accepting Officer, here in after refer to as such for the purposes of this contract.
22. **Scanned copy of DD** with tender/bid enlistment details/documents shall be uploaded as packet 1/cover-1 ('T' bid) of the tender/bid one-tendering portal. DD is refundable in case T bid is not accepted resulting in non-opening of 'Q bid'. The applicant contractor shall bear the cost of bank charges for procuring and encasing the DD and shall not have any claim from the Government whatsoever on this account.
23. Tender form and conditions of contract and other necessary document shall be available on www.defproc.gov.in website for download and shall form part of contract agreement in case the tender/bid is accepted.

(Ranjith KR)
Lt Col
Engineer Planning Officer
For Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1	Name of work	A Veh Ramp (Supply and Construction) (Qty-01)
2	Estimated Cost of Work	Rs 2.58 Lakh
3	Period of completion	02 (Two) months from the date of Supply & Construction Order
4	Cost of tender documents	Rs 500/- in the form of DD / Bankers cheque from any Scheduled/ Nationalized bank in favour of Commanding Officer, 107 Engineer Regiment and payable at Pokhran Note:- In case of retendering the contractor who had quoted in the previous call is not required to submit the cost of tender)
5	Website/portal address	https://defproc.gov.in
6	Type of Contract	The tender is lumpsum Contract based on IAFW 1779-A with BOQ to be priced by the tenderers and GCC (IAFW-2249). The Tenderer are required to quote their rate against item of BOQ.
7	Information & Details:	
	(a) Bid submission start date	As per critical dates to be published online
	(b) Last date of bid submission	As per critical dates to be published online
	(c) Date of bid opening	As per critical dates to be published online
8	Eligibility Criteria	(i) Satisfactorily completion of requisite value works with Central/State Government/ Central/State PSUs/ MES/ AWHO/ AFNHB /CGEWHO /DGMAP, annual turnover, bank solvency, working capital & other requirement given in Para 3 of instructions. (ii) Not carrying adverse remarks in WLR or any other similar report circulated by any competent authority. (iii) Not suspended/ debarred/ blacklisted (either Permanent or temporarily) from participating in any bid or for business dealings by any Central/State Government department or any Central/State Government PSU or any Autonomous Body under Central/State Government or any Local Body as on the bid submission end date.

NIT Contd.....

JOB NO 0331/2024-25 (S&C)

9	Amount for bid security /earnest money deposit	Eligible Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 5160/- (Rupees five Thousand one hundred sixty only) along with their bids. FDR/Bank Guarantee on account of Earnest Money for contracts being concluded at this unit HQ will be made in the name Commanding Officer 107 Engineer Regiment Pin 914 107 C/o 56 APO only the earnest money of the lowest tenderer will be retained till submission of performance Bank Guarantee of 3% on the total cost value of the award of contract and within 28 days from the date of issue of supply & construction order and refund of performance security released after expiry of defect liability period. Defect liability of this work shall be 24 (Twenty-Four) Calendar Months from the certified date of completion of work.
10	Tender Accepting Officer	Commanding Officer 107 Engineer Regiment, Phone No - 9773321260 E Mail Id mushirahmad.202p@gov.in
11	Executive Agency	Commanding Officer, 107 Engineer Regiment

Critical Dates. The critical dates with respect to the Tender ref **Job No 0331/2024-25 (S&C)**

Ser No	Item	Date	Time
(a)	Published Date	As uploaded in Defence eProcurement Portal (defproc.gov.in)	
(b)	Bid Documents Download		
(c)	Clarification Start Date		
(d)	Clarification End Date		
(e)	Pre Bid Meeting		
(f)	Bid Submission Start Date		
(g)	Bid Submission End Date		
(h)	Bid Opening Start		

NOTES :-

- Only Indian firms are eligible to participate in the bidding.
- Tender 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.
- After opening of Cover 1 and during its technical evaluation, in case any deficiency is noticed in the documents required to be uploaded by the tenderers as per NIT, a communication in the form of Shortfall in DPP shall be sent to the contractor to rectify the deficiency within a period of four days from date of communication failing which their financial bid (Cover 2) shall be opened and contractor shall not have any claim on the same.
- 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 para 3.3, page 4 of instruction for submission of bid documents. 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.

JOB NO 0331/2024-25 (S&C)

5. 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 re-tender or consider the lowest bonafide tender for acceptance.
6. 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 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.
7. 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.
8. **EPF Code & UAN**: All contractors shall mandatorily be in possession of the EPF Code Number and UAN of employees working under their establishment under EPF & MP Act 1952. So far this tender is concern, before release of Supply Order/Work Order the contractor shall submit EPF Code Number to the Engineer Regiment.
9. **Payment to Labour during execution work**: The payment to labour engaged by the contractor shall be made as per Wages Act. No payments to the contractor /firms will be made unless proof of payment of wages is submitted by the contractor/firm. Adherence to these instructions will be checked during various inspections. Being Principal Employer, the Commanding Officer, 107 Engineer Regiment shall ensure that the contractor fully comply with above provisions.
10. **Defect Liability Period**: The Defect Liability Period in respect of this tender shall be Twenty Four (24) months. In case contractor will not rectify any defects during defect liability period, recovery of the same shall be affected from the Performance Security. Contractor shall submit guarantee/warranty certificates of products incorporated in the work. Whether guarantee/warranty is covered or not, it will be the responsibility of the contractor to replace/repair in event of defect within defect liability period. The contractor must rectify the defects within stipulated time as given by the Commanding Officer of the Regiment, failing which necessary deduction shall be made from the performance security deposit.
11. **Refund of Performance Security**: The Performance Security Deposit shall be refunded to contractor after expiration of Defect Liability Period. Recovery if outstanding against the contractor shall be affected from the Performance Security as stipulated under Condition 67 of IAFW-2249 (as amended).
12. **Site for Execution**: Site is located at Pokhran, Jaisalmer.

Station : C/O 56 APO

Dated : 2024

(Ranjith K R)
Lt Col

Engineer Planning Officer
for Accepting Officer

Distribution :-

1. IHQ of MoD (Army), E-in-C's Br, ES Directorate (ES-1), DHQ PO, New Delhi.
2. Headquarters Southern Command, Engrs Br, Pune.
3. Headquarters Southern Command, GS (Plg) Br, Pune.
4. SD ADS, Southern Command, Pune-400001.
5. PCDA South Western Command, Jaipur-302012.
6. Joint Director, Audit Defence Service, Pune-411001.
7. Headquarters 12 Corps, Engrs Br, Jodhpur.
8. Headquarters 12 Corps, GS (Plg) Br, Jodhpur.

*In lieu of IAFW-2159 (Revised 1947)
(To be used in conjunction with General Conditions of Contracts IAFW - 2249)*

e - Tender

107 Engineer Regiment
Gate No 2, Near MES
Water Point,
Khetolai, Pokhran
Rajasthan, Pin-345031

2109/0331/24-25/ /OPW

2024

**E-TENDER FOR : LUMP SUM TENDER AND CONTRACT FOR WORKS
REQUIRED IN THE EXECUTION OF 'A' VEH RAMP (SUPPLY & CONSTRUCTION)**

Dear Sir (s),

1. M/s _____ of is/are hereby authorized to tender for the above work. The tender is to be submitted on line through eprocurement solution (single stage two cover system) on Website www.eprocuremes.gov.in on the date and time as per NIT or amended subsequently. The quoted tender shall be opened on or after the date and time as per NIT or subsequent amendment at the office of 107 Engineer Regiment, Gate No 2, Near MES Water Point, Khetolai, Pokhran

2. All documents must be uploaded duly signed digitally.

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

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

Signature of Officer issuing the tender documents

Signature of Contractor

APPOINTMENT: ENGINEER PLANNING OFFICER
FOR ACCEPTING OFFICER (107 ENGR REGT)
FOR AND ON BEHALF OF PRESIDENT OF INDIA

GENERAL CONDITIONS

1. **PERIOD OF COMPLETION.** The entire work shall be completed within **02 (Two) months** from the date of supply & construction order. Preparatory works, testing and collection of materials, mobilisation and erection of machinery, mix designs, survey jointly and all such preliminary works and site clearance after completion shall be deemed to be included in the period of completion.
2. The work under this contract shall be executed in **RESTRICTED** area where working hours and **routes are restricted by the authorities controlling the area for security purpose**. This being vital factor regarding loss of man-hours etc. shall be considered by the contractor while quoting his rates for this work. Govt. shall not entertain any claims whatsoever on this account at subsequent date.
3. Probable distributions of various items are indicated on drawing these are tentative and may be varied where necessary at the discretion of Commanding Officer. The contractor shall not be entitled for any claim on account of such varied quantities, alignment or change in re-quantities, no price adjustment shall be done on account of final approved layout within the site plan area.
4. The rates quoted by the contractor shall be deemed to include for **“minor extras” and “constructional detail”** which may not have been specifically mentioned in Sch 'A' or given in particular specification but are essential for the execution of work and services in a work man like manner, sound construction and established engineering practice. The details of such items not specifically shown on drawings/specified shall be furnished during execution of the work. In case of difference of opinion between the contractor and the EPO as to whether or not certain items of work constitute **“minor extras” and “constructional detail”** which are deemed to have been included in the contractor's rates, the decision of the Commanding Officer of 107 ENGINEER REGIMENT shall be final, conclusive and binding.
5. All types of material, stores, and other parts, required to be incorporated in this contract shall be brought by the contractor in original packing/cartons. The original purchase vouchers/invoices shall be produced by the contractor duly signed by him for verification of Engineer Planning Officer prior to incorporation in the work.
6. Unit rate quoted by the contractor against various items shall, inter alia, be deemed to include for any minor details of construction which are obviously and fairly intended and which may not have been specifically included in the tender documents but which are essential for the execution and completion of works. In case of difference of opinion between the contractor and the EPO as to whether or not, any item of work constitutes 'Minor details of construction', the decision of the Commanding Officer of 107 Engineer Regiment shall be final, conclusive and binding.
7. Unless otherwise specified, unit rate against each item of work shall be deemed to be inclusive of materials and labour, all plants, equipment's and tools including testing for acceptance criteria complete. Sample of all the materials to be approved in writing from Commanding Officer before incorporation in the work. Testing Charges of all materials shall be borne by the Contractor. Tests shall be carried out from Govt Recognized Labs/NABL/ITI/Govt Polytechnic College.
8. The defects liability period mentioned in offer competition of **Two year shall commence from the date of completion of the entire work** under the contract. Date of completion shall be clearly indicated vide a letter stating the same by the Engineer Planning Officer, on behalf of Govt. of India.

9. Completion of the job will be assessed by the Board of Officers and as decided by the Commanding Officer. Contractor shall not claim any payments during occurrence of the job. Final payment shall be made to the contractor only after satisfactorily completion of the job and as certified by the Commanding Officer of the Regiment.

SCHEDULE 'A' NOTES: -

1. Site for execution of work shall be handed over as soon as the Supply & Construction order is placed in case it is not possible for the department to make entire site available on the date of issue of work order, the tenderer need to arrange his working program /CPM accordingly. No claim whatsoever for not handing over the complete site to contractor on the date of issue Supply & Construction order will be admissible.

2. The LUMP SUM quoted against SCHEDULE 'A' PART-I item, shall deemed to include for all Items of Works complete as specified in Particular Specifications and shown on DRAWINGS, NOTES there on for completion of Work and all minor details though not specifically shown on DRAWINGS or specified in Particular Specifications except Works covered under SCHEDULE 'A' PART or unless specifically stated elsewhere in the Tender documents.

3. The description of building works and services given in the various parts of BOQ (Schedule 'A') are in brief and include for complete materials and labours unless otherwise mentioned. These shall be amplified and read in conjunction with Special Conditions, Particular Specifications, Drawings forming part of the contract including notes thereon, Specification for materials and workmanship and conditions in relevant sections of MES Standard Schedule of Rates 2009 (Part I) and relevant preambles to various trade sections in MES Schedule Part II (2010). Words "all as specified and / or shown on drawings" shall be deemed to be included in all items of BOQ (Schedule 'A') whether specifically mentioned or not. During Excavation & earth work any damage occurred to the existing services like water supply, sewage line and electric supply etc, the same shall be restored within 24 hrs by the contractors with his own resources. Cost of the effect demand to be included in the quoted rates and no extra will be paid on this account.

4. The contractor shall calculate his own details, insert unit rates in figures in col of BOQ.

5. The quantities shown in column 5 are for the work under BOQ are firmed and no variation will be allowed. Any variation in quantities if occurring will be executed to similar or other site as decided by the Commanding Officer of the Regiment.

6. During excavation & earth work any damage occurred to the existing services like water supply, sewage line and electric supply etc, the same shall be restored within 24 hrs by the contractors with his own resources. Cost of the effect demand to be included in the quoted rates and no extra will be paid on this account.

7. Road/ track cutting for laying / passing the pipes of any required to be done by the contractor shall be made good by him (as directed by Engineer Planning Officer) using material obtained from cutting and the top surface shall be filled as specified in schedule and as directed by Engineer Planning Officer.

8. **STAGE WISE PHOTOGRAPHS:** Contractor shall maintain an presentable album containing photos of each stage (stage Wise) 02 photograph at different angle per stage per building and album shall be kept at site. On completion of work, same will be deposited in office of Commanding Officer (107 Engr Regt). The cost of same is deemed to be included in the quoted rate by the contractor. In case off prohibited area for photograph no minus price, adjustment shall be made.

9. It is made clear that cost of material for testing, all field apparatus required for sampling and testing as per MES Schedule/IS codes/IC Code and manpower incident to such testing will be provided alongwith necessary transport arrangement to and from to the approved testing agency or laboratory by the contractor during the construction phase of the work and defect liability period. Any test which is required to be carried out as per MES Schedule/IS code, but cannot be performed at field laboratory established by the contractor, expenditure of such test shall be borne by the contractor and nothing extra shall be payable on this account.

10. **e-Performance Bank Guarantee:** Performance security deposit in favor of Accepting Officer @ 3% of the amount of this Supply & Construction Order amount shall be deposited by the Contractor in form of e-Performance Bank Guarantee/BGB issued by a public sector bank or a private bank authorized to conduct government business immediately on the date of issue of supply & construction order as per prescribed format. Vendor shall ensure that PBGs to be submitted by him should preferably be sent to 107 Engineer Regiment directly by issuing Bank by registered post (AD). PBG should remain valid for a period of 24 Months beyond the successful completion of all obligations under this supply & construction order. Contractor must revalidate Bank Guarantee, in case of grant of extension of Supply and construction period (as the case may be).

11. **Payment Instruction (e -payment):**

(a) Payment will be made in full, subject to satisfactorily completion of work as assessed by the Board of Officers at designated location.

(b) Prescribed pre-stamped, pre-receipted bills in triplicate will be submitted to the paying authority after fulfilling (a) above.

(c) Original copy of supply & construction order will be attached with the bill including necessary test certificates/instruction schedule.

(d) **PAYMENTS WILL BE MADE ONLY THROUGH ELECTRONIC FUND TRANSFER (RTGS/NEFT)/CHEQUE. PLEASE OPEN BANK ACCOUNTS IN SBI TO AVOID INCONVENIENCE.**

(e) **Payment Schedule** : On completion of the job duly assessed by the Board of Officers and as decided by the Commanding Officer of 107 Engr Regt. .

(f) Paying Authority: Commanding Officer
107 Engineer Regiment
PIN – 914107
C/o 56 APO

12. **Taxes.** The unit rates quoted by the tenderer shall be inclusive of all taxes, GST, octroi, GST on works contracts, duties, construction labour welfare tax, service tax, other statutory levies and the like. No additional cost will be borne by the consignee.

13. The contractor will quote his GST Registration Numbers and endorse the following certificate on the bill:-

“Certified that the goods on which GST has been charged, have not been exempted under

the tax Act or the rules made there under. The charges levied on account of GST on the goods supplied and executed are correct under the provision of the Act or the rules made there under".

14. Where excise duty is claimed, the following certificate should be attached to the bill.

"Certified that the excise duty has been paid, have not been exempted, as noted under the Excise Duty Act. The excise duty charge on the bills is of what has actually been paid".

15. The contractor is responsible for design, execution, and the entire scope of work. Therefore, the contractor to visit site and assess the site/foundation condition. Nothing additional will be payable on any account for the complete scope of work.

16. In case any item of work left out and if found necessary to be undertaken for efficient use of the facility must stringent of the requirement to be provided.

17. M&L or S&F wherever occurring shall be read as "Material and Labour" or "Supply and Fix" respectively.

18. The lump sum quoted by the tenderer in BOQ (Item No 1) shall also include for making of Job/Building number and year (at two places in a particular block) as well as making number for all blocks with white radium letters sticked on 5mm thick acrylic plate of black colour having size 8" x 8" for each alphabet / number separately for numbering of each block and of size 6" x 6" for each alphabet / number separately for numbering as directed by the Engineer Planning Officer .

SCHEDULE 'A' PART-1
(BUILDING AND STRUCTURAL WORK)

'A' VEH RAMP

Ser No	Brief description of item of work	Drg No	Rate per unit (Rs)	No of unit required	Amount (Rs)	Period of completion of Individual item from the date of handing over of site	Remarks
01	Excavating in trenches, exc 1.5m wide and exc 1.5m in depth, for foundation, etc or for shafts, wells, cesspits, manholes, pier holes, etc n exc 10 sq m on plan and exc 1.5m in depth and getting out in soft/looser soil complete all as specified and directed by Engineer-in-Charge	1 to 2	Cum	18.00		Refer sch 'A' Notes	
02	Excavation over areas, exc 1.50m deep and getting out in any type of soil.		Cum	13.44			
03	Material and labour for Hardcore (Broken stone or boulders) of gauge n exc. 63 mm, deposited, spread, and levelled in layers n exc. 15 cm thick, watered and rammed to a true surface complete all as specified and directed by Engineer-in-Charge		Cum	10.00			

04	Material and labour for PCC Type D2 (1:4:8) using 40 mm graded stone aggregate as in foundation, mass concreting etc complete all as specified and directed by Engineer-in-Charge		Cum	1.70			
05	Material and labour for Pre-cast cement concrete block masonry Type B1 1:2:4 (20 mm graded aggregate) with solid blocks, exc. 10 cm in width and setting in mortar 1:4 complete all as specified and directed.		Cum	15.05			
06	Material and labour for 150 thick PCC Type C2 (1:3:6) using (using 40mm graded mechanically crushed stone aggregate) as in flooring complete all as specified and directed by Engineer-in-Charge		Sqm	47.50			
07	M&L for Pavement quality Cement concrete work M40 grade in pavement/hard- standing of flexural strength 40 kg/per square centimeter in field using 450 kg of cement per cubic metre as per design mix, thickness of concrete 25 cm or less complete including forming construction and dummy joints and priming & filling sealing compound Grade 'A' complete all as specified and directed by Engr-in-Charge		Cum	7.98			
08	Supply only Metallic floor hardener.		Kg	345.80			
09	Material and labour for Rendering 15mm thick in CM 1:4 on fair faces of brick/block masonry work or concrete surfaces finished even and smooth without using extra cement complete all as specified and directed.		Sqm	17.52			
10	Material and labour for preparation of plastered surfaces and applying two coats of cement base paint complete all as specified and directed.		Sqm	17.52			
11	M&L for Returning, filling in, including spreading, levelling, watering and well ramming in layers not exc 25 cm complete all as specified and directed		Cum	2.26			
12	M&L for Removing excavated material soils, exc. 50m and depositing where directed at a level n exc. 1.5 m complete all as specified and directed.		Cum	29.07			
				Total (Rs)			

SPECIAL NOTE : The contractor will carry out the work strictly as per drawings and Sch 'A'. List comprise of minimum essential stores required to construct 01 x structure.

PARTICULAR SPECIFICATION FOR 'A' VEH RAMP (S&C)

1. **Scope of Work.** Supply and Construction of Ramp for 'A' Veh as per drawing, specifications and dimensions given below:-

(a) **Dimensions.**

- | | | |
|-------|---------|------------------------|
| (i) | Length- | 7.00 m |
| (ii) | Width - | 7.60 m |
| (iii) | Height- | 1.20 m at end from GL. |

Particular Specification

2.0 **Foundation.** All Excavations shall be dug to the exact dimensions and profiles as shown on the drawings or as directed by the Engineer Planning Officer. The bed of excavation shall be formed to the required level, slope or grade and shall be made firm by watering and ramming. The side of excavation shall be dressed or trimmed. Soft defective spots shall be dug out and filled with concrete of the same mix as that of the base concrete or approved dry filling as directed by the Engineer Planning Officer.

2.10 The depth of Foundation for the Dwarf Wall shall be in accordance with the drawing.

3.00 **Flooring & filling.** 150 thick Pavement quality concrete in top layer of Ramp of flexural strength 40 kg/per square centimeter in field using 450 kg of cement per cubic metre as per design mix shall be laid over sub base PCC 1:3:6 type C2 using 40mm graded crushed stone aggregate and over 300mm thick thick hardcore. Irrespective of whether specified or not, **Non circular synthetic fibre of length 12 mm, specific gravity 1.31 to 1.41, UV stable and alkali resistant (as per ASTM C 1116-02 and ICAO AC 32) of make Recron 3S/Bajaj reinforcement shall be uniformly mixed at the rate of 1Kg per cum of top layer concrete.**

3.10 **Floor Hardener.** Dependent on the conditions, remove the surface bleed water or allow it to evaporate. Sprinkle Floor hardener of make ironite, stillonite, Hardonite as approved onto the screed concrete evenly in 2 stages, first stage 60% and second stage 40%. Care must be taken to apply the product without creating ripples etc. in the concrete surface. The first application must be worked into the floor slab immediately followed by application of the second stage quantity of floor hardener, Final finishing, closing pores and removing undulations will be achieved **powered trowel. The spreading volume will be 6.5 Kg Per Sqm.**

3.11 The dry shake must be spread once the concrete can be stepped on, without leaving a print deeper than 3-5 mm.

3.12 Cure floor hardener immediately after finishing using clean water.

3.13 Never add water to the surface where the dry shake has been applied. Floor Hardener results in the floor slab surface becoming stiff more quickly than usual. Careful trimming must take place along the edges where adjoining slabs are to be poured.

3.14 To maintain the appearance of the floor after application, floor hardener must have all spillages removed immediately and must be regularly cleaned using brush, high pressure washer using suitable detergents and waxes.

4.00 **Dwarf Wall.** Wall between columns footings will be built with **PCC solid Block of size 300 x 200 x 150 mm** in CM 1:4 all as shown on drg. All visible masonry surfaces will be plastered with 15mm cement plaster in CM 1:4,

4.10 **Solid concrete block.** Solid Concrete Blocks factory made - Grade 1:2:4. The solid concrete blocks shall be used as load bearing units and shall have a block density not less than 1800 kg/Sqm. These shall be manufactured for minimum average compressive strengths of 5'0 N/mm² respectively. The manufacturer shall satisfy himself that the masonry units conform to the requirements of the specification specified in IS 2185 Part-1 and, shall supply a certificate to this effect to the purchaser mentioning compressive strength, water content, cement, and aggregate content.

4.11 The blocks shall be machine made. The process of concrete mixing, fabrication /casting of blocks, curing and drying shall be in accordance with IS-2185 and all as specified in MES Schedule. Faces of the blocks shall be flat and rectangular.

5. **Cement.**

5.10 Cement required for the work under the job order shall be procured and supplied by the Contractor under his own arrangement. Cement shall comply with the requirements mentioned in the drawings, IS Specifications as amended and specifications given hereinafter.

5.11. Type of cement for the subject work shall be Ordinary Portland Cement grade 43 (Forty Three) in accordance with IS: 8112-1989 unless otherwise mentioned in structural drawings forming part of the job order. Contractor may be permitted to supply OPC 53 grade without any extra cost to the Government.

5.12 In case of non-availability of OPC (Ordinary Portland cement) in the market, the Contractor can supply PPC (Pozzollana Portland Cement) with prior permission from the Commanding Officer and his decision shall be final and binding, and in that case PPC shall meet the strength criteria of 43 grade OPC (Ordinary Portland Cement) as laid down in IS-8112-1989. Mixing of OPC and PPC is not allowed.

5.13 The type of cement to be selected for use shall invariably depend upon the specific usage in the work (s). 33 grade OPC shall not be used in the works. Use of PPC of required strength with fly ash content as per IS: 1489-1991 Pt-I is also permitted.

5.14. **Procurement.** Cement supplied by the Contractor will be procured from the main producers of cement i.e Star, Ultratech, Konark, Dalmia Cement, ACC, Birla, Shree, JK, JK Lakshmi, Jaypee and Ambuja.

5.15 **Documentation:** The Contractor shall submit original vouchers from the manufacturer for the total quantity of cement supplied under each consignment to be incorporated in the work. All consignments received at the work site shall be inspected by Engineer-in-Charge and documents verified before acceptance. The original vouchers and the Test Certificates shall be defaced by the Engineer-in-Charge, signed by contractor, and kept on record in the office of the EPO. The Commanding Officer of the Regiment may order a Board of Officers for random check of cement and verification of connected documents.

6. **Coarse Aggregate.** Coarse aggregate for all cement concrete work shall be crushed gravel or stone as per IS 383: 2016. Single sized coarse aggregates shall be supplied in the nominal sizes given in Table 7 of IS 383: 2016. For any one of the nominal sizes, the proportion of other sizes, as determined by the method described in IS 2386 (Part I): 1963 shall also be in accordance with Table 7 of IS 383: 2016. Graded coarse aggregates may be supplied in the nominal sizes given in Table 2 of IS 383: 2016.

6.10 Combined flakiness and elongation index shall not exceed 40 percent.

6.11 Aggregate Crushing Value shall not exceed 30 percent for aggregate to be used in concrete for wearing surfaces. Aggregate Crushing Value for aggregate to be used in concrete other than for wearing surfaces may exceed 30 percent however minimum load for 'ten percent fines' test for that aggregate should be 50 KN.

6.12 Aggregate Impact Value as an alternative to aggregate Crushing Value shall not exceed 30 percent for aggregate to be used in concrete for wearing surfaces. Aggregate crushing values for aggregate to be used in concrete other than for wearing surfaces shall not exceed 45 percent.

6.13 Aggregate Abrasion Value shall not exceed 30 percent for aggregate to be used in concrete for wearing surfaces. Aggregate crushing values for aggregate to be used in concrete other than for wearing surfaces shall not exceed 50 percent.

7. **Fine Aggregate (Sand).** Fine aggregate for concrete works shall be natural sand and grading within the limits of Grading Zones II to III. Sand conforming to grading zone IV of IS-383 shall not be used for RCC work. The sand shall be Hard, dense, strong, durable, clear, and free from veins and adherent coatings and free from injurious number of disintegrated pieces, alkali, vegetable matters and other deleterious substances. As far as possible flaky and elongated pieces should be avoided. Natural river sand/crushed stone sand shall be obtained.

SPECIAL CONDITION

1. Supply and construction of 'A' Veh Ramp includes material and labour along with a supply of specified materials from approved manufacturers.
2. General rules, specifications, special conditions, and all preambles in MES Schedule & IS code shall be deemed to apply to the works under this Contract / Job unless specified otherwise in technical specifications.
3. **SECURITY OF CLASSIFIED DOCUMENTS:** The contractor shall not communicate any classified information regarding the works either to sub-contractor or others, without the prior approval of the Commanding Officer. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of the work and he shall return all documents on completion of work or earlier on determination of the Job/contract.
4. The time and progress chart to be prepared shall consist of detailed network analysis and a time schedule. The critical path network will be drawn jointly by the Engineer Planning Officer and contractor soon after placing of job order. 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 Commanding Officer who will approve it after due scrutiny. The schedule will be submitted in four copies within one weeks from date of handing over the site.
5. During the currency of the work the contractor is expected to adhere to the time schedule and this adherence will be a part of the contractor's performance under the contract. During the execution of the work the contractor is expected to participate in the reviews and updating of the network undertaken by the Engineer-in-Charge. These reviews may be undertaken at the discretion of the Engineer Planning Officer 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 schedule as a result of the review will be submitted by the contractor to the Commanding Officer within a week who will approve it after due scrutiny. The contractor shall adhere to the revised schedule thereafter. In case of contractor disagreeing with the revised schedule, the same will be referred to the Commanding Officer whose decision shall be final, conclusive, and binding.
6. The contractor shall mobilise and employ sufficient resources to achieve the detailed schedule within the broad framework of the accepted method of working and safety.
7. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the department.
8. **Water & Electric Supply** : Water and electricity will not be supplied by the unit. The same to be borne by the contractor without any price adjustment. The contractor shall arrange at his own expense for storage of water and lifting, carrying, or conveying water to the site of work as required. Necessary arrangement of generator to be made by the contractor for regular power supply.
9. **SPECIAL CONDITION FOR ALLOTMENT OF LAND FOR STORAGE OF MATERIALS (INCLUDING TEMPORARY SHEDS):** The contractor shall not be permitted to store his materials including erecting temporary sheds therefore at the areas of land marked on the site plan/ as decided by the Commanding Officer.
10. **SPECIAL CONDITION FOR ALLOTMENT OF LAND FOR ACCOMMODATION OF LABOUR, CANTEEN, FABRICATING WORKSHOP ETC:** The contractor shall not be permitted to erect his labour camp, temporary workshops, and the like at the area of land marked for this purpose on the site plan/ as decided by the Commanding Officer.

11. EMPLOYMENT OF PERSONNEL

11.1. The contractor shall employ only Indian nationals as his representative, servants, and workmen after verifying their antecedents and loyalty. He shall ensure that no person of doubtful antecedent and nationality is in any way, associated with the work. If for the reasons of technical collaboration or other considerations the employment of foreign national (s) is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the bid/tender. As a proof that the contractor has employed only Indian nationals, he shall render a certificate to the Commanding Officer within one month from the date of issue of work order to this effect. In case the Commanding Officer desires, the contractor will have the police verification done of personnel employed by him.

11.2 The contractor shall deploy minimum one Degree/Diploma holder with minimum 5 years' experience during execution of work.

11.3 Labour laws shall be followed by the contractor and responsibility vest with him for any breach of payment or dispute. 'The schedule of Minimum Fair Wages' as published by the Government of India/ the State Government/ the Local Authorities shall be followed in spirit.

11.4 The Commanding Officer shall have full powers and without giving any reason to order the contractor immediately to cease to employ, in connection with his contract, any agent, servant or employ to continue employment is, in his opinion, undesirable. The contractor shall not be allowed any compensation on this account.

11.5 The Contractor and his work people shall observe all the rules promulgated from time to time by the authority controlling the area where the work is to be carried out e.g. prohibition of smoking etc. Any person found violating security rules laid down by the authority, shall be immediately expelled from the area without assigning any reasons whatsoever and the contractor shall have no claim on his account. Nothing shall be admissible for any man hours lost on this account.

11.6 Through search of all persons and transport shall be carried out at each gate and for as many times the gate is used for entry or exit and may also be carried out at any number of times at the site within the restricted area.

13. **DAMAGE TO EXISTING STRUCTURES:** Any damage to any existing structures, any existing road etc. during the execution of works shall be made good by the contractor at his own expense. Rectification, replacement, making good, touching up, etc. shall be carried out conforming to the materials and workmanship originally provided and to the satisfaction of the Engineer-in-Charge of the Regiment. In case of any dispute on this account, the decision of the Commanding Officer shall be final, binding, and conclusive.

14. The contractor shall produce original receipted purchase vouchers/ invoices from the manufacturers and/or their authorised agents for the full quantity of the materials mentioned in list of stores.

15. The vouchers/ invoices will clearly indicate the Job No. and IS No., specific alternative to which the material conforms in case of various alternative in IS.

16. **HANDING OVER OF SITE:** Site for the execution of the 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 the 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.

17. All types of material, stores, and other parts, required to be incorporated in this job shall be brought by the dealer in original packing/cartons. The original purchase vouchers/invoices shall be

produced by the contractor duly signed by him for verification of Engineer Planning Officer prior to supply.

18. **SAMPLE:** Sample of all the materials to be approved in writing from Commanding Officer before incorporation in the work. Letters conveying approval of samples/materials/erection tools by Commanding Officer will interalia mention source of supply/name of manufacturer, trade name/brand and reference to clause of the technical specification. The materials will be incorporated only after samples being first approved from Commanding Officer.

19. All materials, fittings, appliances etc. shall be of reputed make and should comply with the requirements of relevant Indian Standard specifications and shall be well finished.

20. For smooth execution of work the contractor shall engage adequate quantities of T&P, machinery & transport to complete the work. In case of any discrepancy the decision of the Commanding Officer 107 Engineer Regiment will be final to mobilize the required plant. Contractor will be liable to deploy at site any other tool or machine required as directed by Engineer -in- charge to execute specified nature of work or as per manufacturer's instructions. The equipment's and T&P to be deployed by Contractor shall be in good working condition and should not be more than 02 (years) years vintage. The Contractor shall produce test certificate of T&P being deployed at site. The test certificates shall indicate the calibration and present capacity of the T&P.

21. **WORKING HOURS.** The units controlling restricted area, usually work during six days in a week and remain closed on the 7th day. The working hours available to contractor' labour/staff shall however accordingly get reduced because of the time taken in security checks observed at the time of entry and exit and during working hours. The exact working hours, working days and nonworking days observed for these restricted area(s), where works are to be carried out shall be deemed to have been ascertained by contractor before submitting his tender.

The tenderers attention is invited to the fact that total number of working hours for a unit are prescribed in regulations and that they cannot be increased by the EPO. The definition of "Working Day" as given under condition 1 (t) of IAFW-2249 does not apply in case where the works are carried out in restricted area.

22. **WORK ON HOLIDAYS.** The contractor shall not carry out any work on gazette holidays, weekly holidays and other non-working days except when he is expressly authorized in writing to do so by the EPO. **The Commanding Officer of the Engineer Regiment may declare any day as non- working day due to exigencies of service.**

23. **ACCESS TO RESTRICTED AREA AFTER COMPLETION:** After the works are completed and surplus stores etc. removed, the contractor, his agents, representatives or workmen etc., will not be allowed any access to the restricted area except for attending to any rectification of defects pointed out to him by the Commanding Officer, 107 Engr Regt, Engineer Planning Officer.

24. **SITE DOCUMENTS.** In addition to the site documents which are normally maintained for works, the following additional documents (as applicable for this work) shall be maintained at site by contractor's Site Engineer and signed by JE (Civ) & Engineer Planning Officer and the Contractor.

- (a) Site Order Book
- (b) Sample Approval register
- (c) Stage Passing register
- (d) Works Diary
- (e) Hindrance register
- (f) Register of materials daily arrived at site.
- (g) Cement consumption register.

- (h) Compressive cube test for PCC block.
- (j) Cement & Steel Acceptance Register.

25. **SUPERVISION OF WORK DURING EXECUTION**: The execution of work will be carried out under the supervision of JE (Civ)/ JCO I/C detailed by the Commanding officer and Engineer Planning Officer deputed by Commanding Officer of the Engineer Regiment through Part-1 Order. The stages of work as mentioned in the Technical Instructions will be passed by JE (Civ), Engineer Planning Officer and Commanding Officer of the engineer regiment.

26. **FIRE PRECAUTIONS:**

- (a) The contractor, his agents, representatives, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.
- (b) Motor transport vehicle, if allowed by the authorities to enter the restricted area must be fitted with serviceable fire extinguishers.

27. **TERMINATION OF SUPPLY & CONSTRUCTION ORDER**. During execution stage, quality of work repeatedly fails in inspection for more than two times or you are not able to rectify the defect at the first instance itself and offer quality not conforming to the standards mentioned in the TS, relevant IS, the Supply & Construction Order offered to you shall be terminated/cancelled instantly. In the event of breach of contract on any account or no supply & construction of materials or delay in supply & construction of work, **Commanding Officer 107 Engr Regt shall have the right to cancel the supply & construction order and complete the work at your risk and cost. Additional expenditure incurred shall be recovered from your firm.**

Station : C/o 56 APO

Dated : 2024

(Ranjith K R)

Lt Col

Engineer Planning Officer
For Commanding Officer

(Ref para 3.3 of PART-I of RFP)

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No: _____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.

5. The Tech Bid, Commercial Bid and its enclosures as submitted online is the true copy of the documents uploaded on the www.defproc.gov.in.

6. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

UNDERTAKING FOR PERFORMANCE CRITERIA

I _____ on behalf of (Name of firm) certify that No performance notice for delay in execution or other reasons was issued to (Name of firm) in last two years by any organization. I take full responsibility for rejection of my bid in case information provided above founds to be incorrect.

Date :

(Signature)

Place :

**Non-Blacklisting declaration
(To be given on Company Letter Head)**

Date:

To,

Sub: Declaration for Non-Blacklisting

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

We hereby declare that we are not suspended/debarred/blacklisted(either Permanent or temporarily) by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

(Signature of the Bidder, with Official Seal)