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Encls : Drawings : Nil

Signature of contractor
Dated:

ACWE (Contracts)
For Accepting Officer

REGISTERED

Military Engineer Services
HQ Commander Works Engineer
Tenga- 900194
C/o 99 APO

8614/04/E8

30 Mar 2026

Shri/M/S _____

NAME OF WORK : SPECIAL REPAIR TO BLDG NO P-16 (1 TO 32 OR MD ACCN) AT BASANT ENCLAVE UNDER GE MISSAMARI

Dear Sir,

1. Tender documents in respect of above work are uploaded on the site www.defproc.gov.in. The tender is on single stage two cover e-tendering system, The contents of cover 1 and 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 tenderers/ bidders or their authorized 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 instruction on filling and submission of tender attached herewith. You may forward your points on tender documents through e-mail and/or depute your technical representative for discussion on tender/drawings and to clarify doubts, if any, before the bid submission starts . You are requested not to write piece meal points and forward your points duly consolidated in one go. You may also attend the pre bid meeting on the date given in the tender.
5. Unenlisted contractors are required to submit the scanned copies (in pdf file) of documents required as per eligibility criteria mentioned in instructions for filling the tender documents and **Appendix 'A'** to NIT alongwith EARNEST MONEY DEPOSIT (EMD) and tender fee on e-procurement portal and submit the physical documents in the office of CWE Tenga 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. (a) 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 & time fixed for this purpose. In case of failure to abide by any of 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 **Appendix 'A'** to NIT on e-procurement portal and submit physical documents in the office of CWE Tenga before date & 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 quotation/offer received in any other electronic or physical form like email/fax/by hand/through post from tenderer/bidder even if received in time.
9. In view of delays due to system failure or other communication related failures, it is suggested that the tender/bid be uploaded, if necessary, sufficiently in advance of the last due date and time fixed.

10. General Conditions of Contracts (IAFW-2249) (1989 Print) and errata and amendments thereto, Schedule of minimum fair wages and MES SSR (Part-I and Part-II) are not enclosed with these documents. These are available for perusal in the Office of CWE Tenga and other MES Establishments.

11. 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.

12. ANY TENDER, 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.

Yours faithfully,

Signature of Contractor
Dated :

ACWE (Contracts)
For Accepting Officer

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

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

- (a) Deposit at Call Receipt from a Scheduled Bank in favour of **GE MISSAMARI**.
- (b) Receipted Treasury Challan, the amount being credited to the Revenue Deposit of **GE MISSAMARI**.
- (c) Colour scanned copy of EMD shall be uploaded online system in cover No 1 and original to be submitted offline before due date of opening.

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 MONEY DEPOSIT' in any other form allowed by MES, a confirmation about its acceptability will be obtained from the Accepting Officer well in advance of the bid submission end date and time. Earnest Money Deposit shall be submitted in the name of **GE MISSAMARI**.

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

2. PERFORMANCE SECURITY DEPOSIT

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

amount :-.(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.

If the Contractor desires to avail the reduced performance security deposit @3% in terms of E in C's Br letter No. 66546/P-2/44/E8 dt 16 Feb 2021, Contractor needs to forward the undertaking as per para 2(c) &(d) of Government of India Ministry of Defence letter No. 66546/P-2/E8/211/2020DMA(wks-II) dt 16 Feb 2021,Failure of the successful contractor to comply with the requirements of sub-clause 4A.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.

All compensation or other sums of money payable by the contractor to the Government under the terms of this contract or under any other contract with Government may be deducted from, or paid by the sale of a sufficient part of the Performance Security or from the interest arising there from or from any sums which may be due or become due to the contractor by the Government on any account whatsoever and in the event of his Performance Security being reduced by reason of any such deduction, or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof.

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 INTEGRITY PACT (IP): (APPLICABLE FOR TENDERS COSTING MORE THAN `2.0 CRORES)

3.1 Integrity Pact shall be signed by Accepting Officer or by the officer specifically designated by him and scanned copy shall be uploaded as a part of NIT alongwith tender documents. The same copy shall be downloaded by bidder(s) signed each page by the bidder(s) and shall be uploaded as a part of technical bid (Cover – I). Original IP duly signed on each page shall be forwarded by Post alongwith Demand Draft so as to reach this office before opening date of Cover – I. Bid of all bidder(s) who do not upload signed copy IP alongwith technical bid (Cover – I) shall be rejected.

3.2 Integrity Pact (IP) is an integral part of tender / Contract Agreement and both the parties are bound

4. BLANK**5. GENERAL INSTRUCTIONS FOR COMPLIANCE**

5.1 The bids received only in the electronic form will be considered. All bids shall be submitted on 'defproc.gov.in' portal. Documents should be scanned and forwarded in 'pdf' form and 'xls' form as indicated.

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

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

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

5.5 The tender shall be signed, dated and witnessed at all places provided for in the documents after acceptance. All corrections shall be initialed. The 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.

5.6 In the technical bid, a scanned copy of Power of Attorney in favour of the person uploading the bid using his/her DSC shall be uploaded. In case the digital signatory himself is the sole proprietor, scanned copy of an affidavit on stamp paper of appropriate value to this effect stating that he has authority to bid on behalf of the firm in all matters pertaining to contract including the Arbitration Clauses, 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.

5.7 Even in case of Firms or Companies which 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 Clauses, 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.

5.8 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.

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

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

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

5.12 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.

5.13 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 defproc.gov.in site only before the bid closing time and date.

6. REVOCATION/REVISION OF UPWARD / OFFERING VOLUNTARY REDUCTION AFTER OPENING OF FINANCIAL BIDS BY LOWEST BIDDER

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

7. **C P M (CRITICAL PATH METHOD)**

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

7.2 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.

7.3 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 enlistment and future prospect/invitation to tenders for future works.

7.4 Department may issue amendments /errata in the 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.

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

(Signature of the Contractor)
Dated :

ACWE (Contracts)
For Accepting Officer

MILITARY ENGINEER SERVICES**NOTICE OF TENDER**

1. A tender is invited for the work as mentioned in **Appendix 'A'** to this NOTICE OF INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid **Appendix 'A'**. This estimated cost, however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, a tenderer /bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid **Appendix 'A'**.
3. The work is to be completed within the period as indicated in aforesaid **Appendix 'A'** in accordance with the phasing, if any, indicated in the tender from the date of handing over of site, which will be on or about 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 categories SS to E may tender/ bid. In case, where the tender amount is in excess of the financial limit of the contractor and the Accepting officer decides to accept the tender /bid, in which event the tenderer / bidder would be required to lodge additional security deposit as notified by the Accepting Officer in term of conditions of contract. Contractors whose names are 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 alongwith the tender/ bid and if the tender/ bid submitted by such a tenderer/bidder is accepted, the contractor will be required to lodge 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 amount :-.(a) A Bank Guarantee in the prescribed form.(b) Government Securities, FDR or any other Government instruments stipulated by the Accepting Officer. 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 Decarate competitors. A breach of this condition will render the tenders/ bids of both the parties liable for rejection.
5. The CWE TENGA will be the Accepting Officer here in after referred to as such for purpose of the contract.
6. The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder on or before the date & time mentioned in **NIT**. A scanned copy of DD with enlistment details/documents shall be uploaded as Packet 1/Cover-1 ('T' bid) of the tender/bid on e-tendering portal. DD is refundable in case 'T' bid is not accepted resulting in non-opening of 'Q' bid cover-2. 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.
- 6.1 Tender form and conditions of contract and other necessary documents shall be available on www.defproc.gov.in site for download and shall form part of contract agreement in case the tender/bid is accepted.
- 6.2 In case of contractor who has not executed the Standing Security Bond, the Cover-I shall be accompanied with by Earnest Money of amount as mentioned in **Appendix 'A'** in the form of Deposit at Call Receipt in favour of **CWE Tenga** by a scheduled Bank or in receipted treasury Challan the amount being credited to the revenue deposit of the concerned **GE MISSAMARI**.
- 6.3 A contractor who is not enlisted for the area in which the work lies but whose name is in the MES approved list of any MES formation and who has deposited standing security and executed Standing Security Bond may bid without depositing earnest money alongwith the tender, but if the Accepting officer accepts the tender/bid, the contractor will be required to lodge 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 amount :-.(a) A Bank Guarantee in the prescribed form.(b) Government Securities, FDR or any other Government instruments stipulated by the Accepting Officer.

NOTICE OF TENDER (CONTD.)

6.4 -----BLANK-----

6.5 The concerned 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.

6.6 The concerned 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.

6.7 Copies of the drawings and other documents pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representatives, samples of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer / bidder at the office of Accepting Officer and concerned GE/AGE(I) during working hours.

7. The tenderers/bidders are advised to visit the site of work by making prior appointment with GE/AGE(I) who is also the Executing Agency of the work. 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 tender/bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.

9. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specification 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. Tenderers/bidders must be in possession of a copy of the MES Standard Schedule of Rates (Part-I and Part-II) including amendments and 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 DD. 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 www.defproc.gov.in website. The applicant contractor/bidder if he so desires may appeal to the Next Higher Engineer Authority (NHEA) i.e HQ Chief Engineer Siliguri Zone, Siliguri on email ID : cezs2-mes@nic.in with a copy to CWE Tenga (Accepting Officer) on email ID : tenga3-mes@gov.in within 7 days from the date of rejection of their 'T' bid. The decision of the Next Higher Engineer 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 his 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 Government Policy. No claim for any compensation or otherwise shall be admissible from such tenderers/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 reasons for not doing so.

NOTICE OF TENDER (CONTD.)

14. Schedule 'A' has not been pre-priced by MES and therefore tenders are required to work out their own rate for each item of Schedule 'A' based on description of items of Schedule 'A', drawings, Particular Specifications & Special Conditions etc and quote the same in rate columns both in figures and words in the BOQ as per the procedure given in the website "defproc.gov.in".

15. Method of measurement for all items listed in Schedule 'A' / BOQ shall be as given in MES SSR unless specifically stated otherwise here-in-after for any items of work.

16. Contractors whose names are borne on the MES approved list of any other MES formations and who have deposited Standing Security and have executed Standing Security Bond may also tender without depositing Earnest Money alongwith the tenders and if the Accepting Officer proposes to accept the tender, such tenderer would be required to deposit "performance Security Deposit" as notified by the Accepting Office, before acceptance of tender. Not more than one tender shall be submitted by one contractor or one firm of contractor.

17. Under no circumstances will a father and his son(s) or other close relations who have business dealings with one another, be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.

18. The Commander Works Engineer Tenga will be the "Accepting Officer" here-in-after referred to as such for the purpose of this contract.

19. The tenderers shall be deemed to have full knowledge of all relevant documents, samples, site etc., whether he has inspected them or not.

20. Tenderers must be very careful to submit a bonafide tender. A bonafide tender must satisfy each and every condition laid down in this notice. Refer the help for contractors in "defproc.gov.in".

21. In the event of lowest tenderer revoking his offer or revising his rates upward (which will be treated as revocation of offer), after opening of tenders, 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 for depositing the amount through MRO, failing which the amount shall be recovered from payment due to such contractor or shall be adjusted from his Standing Security Deposit. In addition, such tenderer and his related firm shall not be issued the tender in 2nd call or subsequent calls. Issue of further tenders to such tenderer shall also remain suspended till the aforesaid Earnest money is deposited in the Govt Treasury.

22. Tenderer shall have Provident Fund Code Number as applicable and that he shall also ensure compliance of the EPF & MPAct 1952 by the subcontractor, if any engaged by him in this work. He shall produce the Provident Fund Code Number Registration Certificate to GE/AGE (I) as and when asked by GE/AGE (I).

23. It is mandatory for the tenderers to upload their Goods & Services Tax Registration number along with the "T" bid. This will be one of the criteria for qualifying in "T" bid. **Tenderers who does not upload Goods & Services Tax Registration number shall be disqualified in the "T" bid evaluation and his Financial bid shall not be opened.**

24. MES **enlisted Tenderer** will have to submit the original DD to the tender issuing authority within 7 days from bid submission end date. Failure of **non submission of hard copy of DD** tantamount to willful negligence with ulterior motive and therefore the **tenderer will be barred to tender during the period of 6 months commencing from the date of opening of financial bid.**

25. In case of applications/bids from **un-enlisted contractors**, where scanned copies of requisite DD/Bankers Cheque towards **cost of tender has been uploaded but physical copies are not received within 7 days from bid submission end date, the financial bid of the un-enlisted bidder 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 form the date of opening of finance bid.**

26. 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 non-bonafide. In such cases the lowest tender shall be determined by the lowest amount amongst the valid/bonafide bids only. Accepting Officer may decide whether to retender or otherwise. The remark of 'non bonafide finance bid' against such bidder and copy of this CST shall be uploaded along with Finance Bid Opening Summary.

27. Tenders will be received by the Commander Works Engineer Tenga, on the date and time indicated in the aforesaid Appendix 'A' to NIT.

28. This notice of tender shall form part of the Contract.

(Signature of the Contractor)

Dated :

ACWE (Contracts)
For Accepting Officer

IN LIEU OF IAFW-1779-A (REVISED 1955)
TENDER AND ITEM RATE CONTRACT FOR WORKS BY MEASUREMENT CONTRACT (TO BE USED AND READ IN
CONJUNCTION WITH GENERAL CONDITIONS OF CONTRACT IAFW-2249 (1989 PRINT)

MILITARY ENGINEER SERVICES

Military Engineer services
HQ Commander Works Engineer
Tenga-900194
C/o 99 APO

8614/ /E8

Mar 2026

NAME OF WORK : SPECIAL REPAIR TO BLDG NO P-16 (1 TO 32 OR MD ACCN) AT BASANT
ENCLAVE UNDER GE MISSAMARI

1. Shri/M/s _____ of _____ is/are hereby authorised to tender for the above mentioned work. The tender is to be uploaded in the www.defproc.gov.in web site before the date and time given in the "www.defproc.gov.in" portal
2. Any correspondence concerning this tender should be addressed quoting the reference as "Tender No CWE/TENGA/ OF 2025-26" to office of Commander Works Engineers, Tenga (A.P)-900194, C/o 99 APO

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

Signature of the Contractor

Date :

Signature of the Officer issuing
the tender documents.
Appointment: ACWE (C)

SCHEDULE 'A' NOTES**NAME OF WORK : SPECIAL REPAIR TO BLDG NO P-16 (1 TO 32 OR MD ACCN) AT BASANT ENCLAVE UNDER GE MISSAMARI**

1. Schedule of this contract consisting of Schedule 'A' as under:-
 - (a) Part-I : Building work (to be quoted by Contractor in BOQ)
 - (b) Part II : Sch of credit
2. The entire work under this contract shall be completed within **270 days** from the date of handing over of site. Sites for all items of work shall be handed over simultaneously.
3. For Schedule of items of Schedule 'A', refer BOQ sheet in Excel format.
4. The quantities shown in schedule (BOQ sheet) in column 3 (No. 04 at top) of Schedule 'A' are approximate and are inserted as a guide only. They do not constitute any guarantee of the ultimate quantities which will be ordered on the contractor. They shall not however be varied beyond the limit laid down in condition 7 of IAFW- 2249 (General Conditions of Contract).
5. The contractor shall enter the unit rate in column 5 (No. 13 at top) of BOQ. The unit rates in figure shall be entered only.
6. Unless otherwise specifically stated in the description of the items, the unit rates quoted in Col 5 (No. 13 at top) shall be deemed to include for all labour and materials complete required for executing the respective item of works.
7.
 - (a) The unit rate quoted by the tenderer against respective items of Schedule 'A' shall be deemed to include minor details of construction of work, not specifically mentioned in the description of Schedule 'A' items and/or in the particular specifications/ drawing and which are fairly and obviously intended/essential to the execution of work in a workmen like manner and sound construction practice.
 - (b) In case of difference of opinion between the contractor and the GE/AGE (I) as to, whether or not certain items of work constitute "Minor details of constructions" which is deemed to have been included in the contractor's quoted rates, the decision of the Accepting Officer shall be final, conclusive and binding.
8. The description of Schedule 'A' items in BOQ sheet (Excel format) shall be read in conjunction with particular specifications.
9. The payment shall be made for net measured quantities. The method of measurement shall be as laid down in MES SSR-2020 (Part-I) Specifications and MES SSR-2020 (Part-II) Rates.
10. RM means Running Metre, cum means cubic metre, sqm means square metre, cm means centimetre, mm means millimetre, CM means cement mortar & kg means kilogram and Qtl means Quintal, M&L means Materials and Labour and S&F means Supply and fixing.
11. Rates quoted under Col 5 (No 13 at top) are complete for 'Material &Labour' or 'Supply & Fixing' unless otherwise specified.
12. Contractor's attention is invited to the method of measurements and preambles in "MES Standard Schedule of Rates 2020 Part-II.

13. TAXES, DUTIES & LEVIES, ETC., :-

(a) The contractor's quoted rates shall be deemed to be included of all taxes/cesses viz GST, duties, royalties, octroi and other levies payable under respective statutes as applicable on the date of receipt of tender. It may be noted that any tender imposing any condition in this regard or on any other account shall be treated as a conditional tender and the same shall be liable to be rejected. Also refer special condition in this regard.

(b) No increase/decrease in any taxes/duties, statutory or otherwise after submission of tender and during the execution of the works shall be adjusted except as provided in special condition relevant clause herein after.

(c) It is incumbent on the part of tenderers / bidders to get them self registered with Central Board of Excise and Customs. Irrespective of whether any tenderer / bidder has got his firm registered or not for execution of the Work Contract, the GST shall be deducted at sources the sum equivalent to percentage of the payment being made to the contractor as per Government policy.

14 GOODS AND SERVICES TAX (GST) - For the assets created under this contract Goods and Services Tax shall be applicable as per Govt of India notifications, the tenderers should keep this in mind while quoting their offer.

15. All the materials to be incorporated in the work shall be got tested as per the latest relevant IS codes and the cost of the same shall be deemed to be included in the unit rates quoted.

16. Any item of MES SSR Part II-2020 (Rates) not available in the Schedule 'A', and if required at site, shall be measured and paid as per condition 62 of IAFW 2249 General Conditions of Contract.

17. Unless otherwise specified the rates of all Reinforced Cement Concrete (RCC) and Plain Cement Concrete (PCC) items shall be deemed to include the cost of form work and other accessories required to execute the item. Nothing extra shall be payable on this account.

18. In case any repeated items in Schedule 'A', lowest rate quoted by tenderer shall be considered for payment purpose.

19. Irrespective of whatever written elsewhere in the tender documents the fine aggregate, coarse aggregate, bricks and other materials shall be procured only from the legal sources.

20. Wherever in Schedule 'A' anywhere else in the tender document, it is mentioned "or equivalent" in the makes the equivalent makes shall only be provided only in case the items of makes mentioned are not manufactured.

21. The payments due to the contractor shall only be made by e-payments. The contractor shall provide all the necessary details including bank account number, IFC code etc., to the GE/AGE (I). If, however, the mode of payment is changed, no claim on this account shall be entertained.

22. In case only single make is given, the contractor shall be allowed to use any other make as given in the list/ approved by E-in-C's Branch provided the alternate make is technically acceptable as approved by GE/AGE (I).

23. The amount of Schedule of credit shall be deducted from the BOQ (Schedule 'A') to arrive at Contract Sum.

Signature of contractor
Dated:

ACWE (Contracts)
For Accepting Officer

SCHEDULE 'A' PART-II (CREDIT SCHEDULE)
(CREDIT FOR OLD DISMANTLED/DEMOLISHED/TAKEN DOWN PARTS)

Ser No	Items	Qty	A/U	Rate	Amount
1.	Old PVC (SWR)/CI pipes any size.	240.00	RM	63.00	15100.00
2.	Old GI steel tubing of 15 mm bore.	176.00	RM	19.00	3300.00
3.	Old GI steel tubing of 20/25/32 mm bore.	288.00	RM	26.00	7500.00
4.	Old U/S 15mm bore pillar cock.	32.00	Each	26.00	800.00
5.	Old U/S 15mm bore Bip taps & stop valves.	256.00	Each	26.00	6700.00
6.	Old chowkats or frames with shutters area n exc 1.5 Sqm Each including builders hardwares.	216.00	Each	220.00	47500.00
7.	Ditto, but exc 1.5 Sqm and n'exc 4 sqm each.	111.00	Each	320.00	35500.00
8.	Old MS/CI Iron Scrap.	1044.40	Kg	26.00	27200.00
9.	Old U/S Flush Tank	16.00	Each	55.00	900.00
10.	Old U/S WHB.	16.00	Each	28.00	400.00
11.	Old false ceiling	484.80	Sqm	22.00	10700.00
12.	Old brick bats	4.00	Cum	510.00	2000.00
13.	Old PVC Tanks	12.00	Each	325.00	3900.00
14.	Old sink	32.00	Each	125.00	4000.00
15.	Old U/S Mirror	32.00	Each	16.00	512.00
16.	Old Unsv point wiring such as PVC Cable without batten /conduit and MS Box as existing for light, fan, socket and power point	Point	1034	38.00	39292.00
17.	Old Unsv main switch / MCB DB change over switch MCCB of any capacity	Each	40	16.00	640.00
18.	Old Unsv ceiling rose	Each	322	0.25	80.50
19.	Old Unsv lamp holder	Each	128	0.75	96.00
20.	Old Unsv piano switch one way, two way 5 Amp	Each	898	1.00	898.00
21.	Old Unsv Socket/switch socket combination 3pin 5 Amp/ 15 Amp	Each	480	1.00	480.00
22.	Old Unsv Light fitting any type	Each	144	10.00	1440.00
23.	Old Unsv MCB SP/SPN/TPN	Each	240	1.00	240.00
24.	Old Unsv Security light fitting any type	Each	18	30.00	540.00
25.	Old Unsv Fan Regulator any type	Each	96	1.00	96.00
26.	Old unservicable bicks of any size	Each	2920	1.00	2920.00
27.	Earthing of any discription and type	Each	16	225.00	3600.00
28.	Old Unsv Cable	RM	490	22.00	10780.00
29.	Old Unsv Submain of any size	RM	492	25.00	12300.00
30.	Old unsv GI Tubing of any size	RM	156	46.00	7176.00
Total					246590.50

Signature of contractor
Dated:

ACWE (Contract)
For Accepting Officer

SCHEDULE 'A' PART-II (CREDIT SCHEDULE) (CONTD....)
(CREDIT FOR OLD DISMANTLED/DEMOLISHED/TAKEN DOWN PARTS)

NOTES: -

1. Old materials obtained from dismantling shall be incorporated in the work to the extent as shown in Schedule 'A' and as directed by Engineer-in-Charge. The disturbed Parts, if any, shall be made good to the entire satisfaction of Engineer-in-Charge.
2. The contractor shall be deemed to have visited the site of work and assessed for himself as to the nature of work and the material retrieved there from. The contractor shall take care and all necessary precautions for protections of adjoining property.
3. No other materials except as mentioned here-in-after obtained from taking down/dismantling shall become the property of the contractor.
4. The contractor shall be required to pay the credit for the following old taken down materials which shall become his property at the rates mentioned against each item.
5. The quantities shown in this schedule are provisional but the payment will be made by contractor for the quantity actually obtained from dismantling/demolition/taking down and adjusted accordingly. The contractor will be allowed to lift the materials only after the amount is deposited by him in the Govt Treasury or recovery made in advance from the payments due to the contractor. The contractor shall remove the materials from Ministry of Defence premises under his own arrangements and cost.
6. The other Parts (Not being reused and not listed here) obtained from dismantling/demolition/taking down shall remain the property of Govt. The contractor shall remove the said materials to MES Store Yard at his own expenses and cost and stack the materials to the entire satisfaction of the Engineer-in-Charge. Contractor shall remove unserviceable materials, debris and rubbish to a distance as directed without any extra cost to Government.
7. The condition and quality of materials to be obtained from dismantling/demolition/taking down shall be ascertained by the contractor by visiting the site of work before quoting the tender and no claim on any account shall be admissible whether he visits the site or not.
8. If any other parts, shall got damaged during dismantling/demolition/taking down the same shall be replaced by the contractor at his own cost.

Signature of contractor
Dated:

ACWE (Contracts)
For Accepting Officer

SUMMARY

(i) Total Summary of Schedule 'A' carried from BOQ Rs. _____

(ii) Schedule of credit = Rs **2, 46, 590.50 (MINUS)**

CONTRACT SUM = Rs.

Rupees in words (Rupees -----

----- Only)

Signature of the Contractor
Dated:_____

ACWE (Contracts)
For Accepting Officer

SCHEDULE 'B'**LIST OF MATERIALS/STORES TO BE ISSUED TO THE CONTRACTOR**
(SEE CONDITION 10 OF GENERAL CONDITIONS OF CONTRACTS - IAFW-2249)

Srl No	Description of materials	Rate at which materials/ Stores etc., issued to the contractor		Place of issue (by Name)	Remarks
		Unit	Rate in Rs		
1	2	3	4	5	6
1.	NIL				

NOTE:-

1. This Schedule comprises of 1(one) item only.
2. Material listed under Schedule "B" will be issued to the contractor solely for the purpose of incorporation in the work.
3. It shall be the responsibility of the contractor to submit in writing his demand for materials at least seven days in advance of his requirement.
4. If the contractor requires any of the item of materials listed above to be issued to him for making good for any lose or damage to work arriving from any cause whatsoever, other than the accepted risk and Govt. agrees to issue the same to him, the rate of issue of such items of store will be the MES stock book rate or the market rates on the date of issue of stores or the issue rate mentioned in this schedule whichever is higher.
5. Paving Biumen shall be issued under Schedule 'B' for incorporation in the work in non-returnable containers, the containers shall become the contractor's property and the contractor is liable for its removal from the site after completion of work. For the purpose of calculating weight of bitumen issued, weight of containers shall not be taken into account and, no recovery shall be affected from the contractor towards cost of container.

Signature of the Contractor
Date :

ACWE (Contracts)
For Accepting Officer

SCHEDULE 'C'

LIST OF TOOLS AND PLANT (OTHER THAN TRANSPORT) WHICH WILL
BE HIRED TO THE CONTRACTOR
(SEE CONDITIONS 15, 34 AND 35 OF IAFW 2249)

Srl No.	Quantity	Particulars	Details of MES Crew supplied	Hire Charges per Unit per working day (RS.)	Stand by charges per Unit per off day (Rs.)	Place of Issue	Remarks
1	2	3	4	5	6	7	8

-----NIL -----

Signature of the Contractor
Date :

ACWE (Contracts)
For Accepting Officer

SCHEDULE 'D'

TRANSPORT TO BE HIRED TO THE CONTRACTOR
(SEE CONDITIONS 16 & 35 OF IAFW 2249)

Srl No.	Quantity	Particulars	Details of MES Crew supplied	Rate 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 -----

Signature of the Contractor
Date :

ACWE (Contracts)
For Accepting Officer

TENDER

THE PRESIDENT OF INDIA

Having examined and perused the following documents :-

1. Specifications signed by Accepting Officer.
Drawing detailed in the specifications.
Schedule 'A', 'B', 'C' & 'D' attached hereto.
2. MES Standard Schedule of Rates Part-I 2009 (Specifications) and MES Standard Schedule of Rates Part-II 2020 (Rates) and in IAFW-2249 referred to as the MES Schedule.
3. General Conditions of Contract IAFW-2249 (1989 print) together with Errata Nos 1 to 20 and Amendments Nos 1 to 48.
4. WATER CONDITIONS 31 OF IAFW-2249 (GENERAL CONDITIONS OF CONTRACT): Water will be supplied by MES to the Contractor at Points shown on Site Plan/ as shown by the GE from piped system and shall be paid by the contractor at Rs 3.75 per Rupees one thousand worth of work done priced at contract rates

Should this tender be accepted :-

*I/We agree

*(a) That the sum of Rs._____ forwarded as earnest money, shall either be retained as a part of Security Deposit or refunded by the Government on receipt of the appropriate amount of Security Deposit all as per condition 22 of IAFW-2249.

(b) To execute all the work referred to in the said documents upon the terms and conditions contained or referred there-in at the item rates contained in the aforesaid Schedule 'A' or such other rates as may be fixed under the provision of condition 62 of IAFW-2249 and to carry out such deviation as may be ordered vide condition 7 of IAFW-2249 upto a maximum of **10% (Ten Percent)** and further agree to refer all disputes (in case disagreement with the decision of such **DRB or conciliator** as applicable as per condition 71 of IAFW-2249), as required by condition 70 of IAFW-2249 to the Sole Arbitrator of a Serving Officer having a 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 Chief Engineer Siliguri Zone or in his absence the officer Officiating as Chief Engineer Siliguri Zone whose decision shall be final, conclusive and binding.

*To be deleted where-ever not applicable.

Contd.....

TENDER (CONTD..)

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

Date-----

Postal address : -----

Telegraphic address-----

Witness_____

Telephone No -----

Address_____

ACCEPTANCE

_____ alterations have been made in these documents and as evidence that these alterations were made before the execution of the Contract Agreement, they have been initialed by the contractor and _____.

The said officer(s) is/are hereby authorized to sign and initial on my behalf the documents forming part of this contract.

The above tender is/was accepted by me on _____ day of _____ 2026 on behalf of the President of India for the Contract Sum of Rs. _____ (Rupees _____ only)

Signature _____ Dated this _____ day of _____ 2026

Appointment: Commander Works Engineer
Tenga
(for and on behalf of the President of India)
Accepting Officer

GENERAL CONDITIONS OF CONTRACTS (IAFW-2249 (1989 PRINT))
MEASUREMENT CONTRACT WORK (IAFW-1779 AND 1779A)

1. A copy of the General Condition of Contract (IAFW-2249-1989) Print with errata 1 to 20 and amendment No1 to 48 has been supplied to me/us and is in my/our possession. I/We have read and understood the provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACTS before submission of this tender and I/We agree that I/We shall abide by the terms and conditions thereof as modified, if any elsewhere in these tender documents.

2. It is hereby further agreed and declared by me/us, that the GENERAL CONDITIONS of Contracts (IAFW-2249-1989 Print) including condition 70 there of pertaining to settlement of disputes by arbitration, containing 33 pages (Serial page No **36 to 69**) with errata No 1 to 20 and amendment No. 1 to 48 form part of this tender documents.

NOTE: - In case of difference in interpretation due to wordings of English and Hindi versions of the General Conditions of Contracts (IAFW-2249) (1989 Print), the English version will prevail.

*Delete whichever is not applicable

Signature of contractor
Dated:

ACWE (Contracts)
For Accepting Officer

MILITARY ENGINEER SERVICES
ERRATA TO GENERAL CONDITIONS OF
CONTRACT IAFW-2249 (1989 PRINT)

Errata No.	Page No.	Particulars
1.	4	Condition 3, Para 3, Line 1 : For : "An" Read : "and"
2.	7	Condition 7, last Para, Line 9 : For : "Objection" Read : "objection"
3.	7	Condition 7, last Para, Line 11 : For : "thetein" Read : "therein"
4.	8	Condition 8, Line 7 Delete ") " after the word "necessary"
5.	10	Condition 15, Para 2, Line 3 : For : "actory" Read : "Factory"
6.	11	Condition 15, Para 2, Line 6 : For : "escept" Read : "except"
7.	11	Condition 15, Para 2, Line 6 : For : "authorise" Read : "authorised"
8.	11	Condition 15, Para 5, Line 1 : For : "Maintence" Read : "Maintenance"
9.	16	Condition 32, Para 1, Line 4 : For : "sitning" Read : "siting"
10.	16	Condition 32, Para 2, Line 6 : For : "reinstead" Read : "reinstated"
11.	16	Condition 34, Line 6 : For : "revese" Read : "revest"
12.	16.17	Condition 36, Para 2, Line 2 : For : "conbusitible" Read : "combustible"
13.	17	Condition 37, Line 3 : For : "whese" Read : "whose"
14.	17	Condition 43, Line 1 : For : "Shal" Read : "Shall"
15.	17	Condition 44, Para 2, Line 4 : For : "visit this" Read : "visit his"
16.	18	Condition 48, Para (a), Line 5 : For : "airising" Read : "arising"
17.	20	Condition 54, Line 1 and 2 illigible word is "Contractor"
18.	20	Condition 54, Para below (a), Insert `b' in the existing bracket "("
19.	30	ANNEXURE 'B', Clause 6, Line 2 Delete the word "after"
20.	30	ANNEXURE 'B', Clause 6, but line 3 Insert fullstop "(.)" after the word "therof" and For "laddor" Read "Ladder"

SIGNATURE OF CONTRACTOR

DATED : _____

ACWE (Contracts)
For Accepting Officer

MILITARY ENGINEER SERVICES
AMENDMENT TO GENERAL CONDITIONS OF
CONTRACT IAFW-2249 (1989 PRINT)

AMENDMENT No.	PAGE No.	PARTICULARS
1	2	3
1.	28 & 29	Annexure 'A' Military Engineer Services contractor's labour Regulations. (a) Para 2 (a) line 3 FOR : 'Not exceeding Rs. 400 per month'. READ : 'Not exceeding Rs. 500 per month'. (b) Para 11, line 5 Add the following after the words labours concerned. "The Garrison Engineer shall payments to the labour concerned within 45 days from the receipt of the report from the labour welfare officer or other person authorized as aforesaid, as the case may be".
2.	9	Condition 10(R), Line 2 to 6. FOR : 'Materials which _____ as aforesaid'. READ : 'Materials which Govt shall supply are shown in Schedule 'B' which also stipulates place of issue and rate (s) to be charged in respect thereof'.
3	19	Condition 50, Sub Para 4 (b) (iii) Delete the existing description against sub para 4 (b) (iii) and insert as under :- (iii) Where the contract sum exceeds Rs. 20.00 Lakh but does not exceed Rs. 150.00 Lakh Seven and half percent of the Contract value of the item or group of items of work for which a separate period of completion is given or Rupees seven and a half lakhs whichever is less. (iv) Where contract exceeds Rs. 150.00 Lakhs but does not exceed Rs. 300.00 Lakhs Five percent of the contract value of the item or group of the items of work for which a separate period of completion is given or Rupees twelve and a half lakhs whichever is less. (v) Where the contract sum exceeds Rs. 300.00 Lakhs Four percent of the contract value of the item or group of items of work for which a separate period of completion is given subject to a maximum of Rupees twenty five lakhs."
4.	27	<u>CONDITION 70 TO SUB PARA-9</u> ADD the following at the end of the sub para : "If the value of the claims or counter claims in an arbitration reference exceeds Rs. 1.00 lakh the arbitrator shall given reasons for the award."
5.	14 & 15	<u>CONDITION 25</u> DELETE para 2 and 3 of the above condition and substitute the following :- "Where the contractor is a qualified Engineer or even if he is so qualified, he cannot, in the opinion of the GE give his full personal attention to the works, he shall at his own expense employ a person / person (s) possessing the following qualifications, and / or experience as his accredited agent(s) to supervise the works and to receive instructions from the Engineer-in-Charge :- (a) For works costing over Rs. 300.00 Lakhs other than those covered in (g) below Two degree holders in Engineering from Government recognized Institution or equivalent with at least 5 years practical experience of works. and Adequate numbers of Diploma holders in Engineering from a government recognized Institution with at least 8 years practical experience of works. (NOTE : The above provision shall be applicable irrespective of the fact whether contractor himself is a qualified Engineer or not.)

AMENDMENT (CONTD/.....)

1	2	3
	(b) For works costing between Rs. 100.00 Lakh and Rs. 300.00 Lakh other than those covered in (g) below	A degree holder in Engineering from a Government recognized Institution or equivalent with at least 4 years practical experience of works. OR Two diploma holders in Engineering from a Government recognized Institution with at least 6 years practical experience of works.
	(c) For works costing between Rs. 60.00 Lakh and Rs. 100.00 Lakh other than those covered in (g) below	A degree holder in Engineering from a Government recognized Institution or equivalent with at least 3 years practical experience of works. OR A diploma holders in Engineering from a Government recognized Institution with at least 5 years practical experience of works.
	(d) For works costing between Rs. 7.50 Lakh and Rs. 60.00 Lakh other than those covered in (g) below	A degree holder in Engineering from a Government recognized Institution with at least 2 years practical experience of works.OR A diploma holder in Engineering from a Government recognized Institution with at least 4 years practical experience of works.
	(e) For works costing between Rs. 2.00 Lakh and Rs. 7.50 Lakh other than those covered in (g) below	A degree or diploma holder in Engineering from a Government recognized Institution with adequate practical experience of works.
	(f) For works costing upto Rs. 2.00 Lakh other than those covered in (g) below	Competent person with adequate practical experience of works.
	(g) For works of any value for repairs to buildings and roads, periodical Services to building, term contract, grass cutting and fencing	A competent person with adequate practical experience of works. The employment of Agent(s) as aforesaid shall be to the approval of GE who may verify his / their qualifications and experience by referring to original degree / diploma / testimonials which shall be made available to him by the contractor or by the individual employed or proposed to be employed.
6.	27	<u>DELETE</u> the description added at the end of sub para 9 vide amendment No 4 (1989 Print) and insert as under :- "The arbitrator shall give reasons for the award in each and every case irrespective of the value of claims or counter-claims".
7.	24	<u>CONDITION 64</u> <u>DELETE</u> para 4 viz 'Provided the amount _____ shall not exceed Rs. 1.50 Lakhs in toto.'
8.	26	<u>CONDITION 70 ARBITRATION PARA 1, LINE 4</u> <u>AMEND</u> the words "Engineer Officer" to <u>READ</u> "Serving Officer having degree in Engineering or equivalent or having passed final / direct final Examination of Sub-Division II of Institution of Surveyor (India) recognized by the Govt of India".
9.	2	<u>ADD</u> the following new condition under chapter IV :- "71. Jurisdiction of Courts".
	27	<u>ADD</u> the following new condition :- "71. Jurisdiction of Courts- irrespective of the place of issue of tenders, the place of acceptance of tenders, the place of execution of contract or the place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tenders has been issued and the work is executed / executable. The courts of the place from where the acceptance of the tender has been issued and the work is executed / under execution shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract".

AMENDMENT (CONTD/.....)

1	2	3
10.	14 & 15	<p><u>CONDITION 25 AS AMENDED VIDE AMENDMENT No. 5</u></p> <p><u>FOR</u> : 'Degree holders in Engineering from a Government recognized Institution or equivalent wherever occurring'.</p> <p><u>READ</u> : 'Degree holders in Engineering from a Government recognized Institution or equivalent / final or direct final pass of sub division II of the Institution of Surveyors (India)'.</p>
11.	27	<p><u>CONDITION 70 : ARBITRATION PARA 8</u></p> <p><u>FOR</u> : 'The Arbitrator may, from time.....Publishing the award'.</p> <p><u>READ</u> : 'The Arbitrator may, from time to time with the consent of the parties, enlarge the time for making and publishing the award'.</p>
12.	24	<p><u>ADD</u> the following Para 4 after Para 3 (c) :- "The amount so retained from the contractor shall be called retention money and shall be released to the contractor alongwith the final bill. However, in case the amount of this retention money is more than Rs. 1.50 Lakh, then after retaining an amount of Rs. 1.50 Lakh or 1% of the contract amount as executed whichever is more, the balance amount of retention money will be refunded to the contractor at satisfactory completion of works as certified by the GE".</p>
13.	23	<p><u>CONDITION 62 (G) VALUATION OF DEVIATION PARA 1, LINE 3</u></p> <p><u>FOR</u> : 'Plus 10%'.</p> <p><u>READ</u> : 'Plus 15%'.</p>
14.	5	<p><u>(a) Condition 4A (a), Line 4</u></p> <p><u>FOR</u> : 'Rs. 2,500/-'.</p> <p><u>READ</u> : 'Rs. 5,000/-'.</p> <p><u>(b) Condition 4A (d), Line 2 & 3</u></p> <p><u>FOR</u> : 'Rs. 5,000/-'.</p> <p><u>READ</u> : 'Rs. 10,000/-'.</p>
15.	13	<p><u>CONDITION 22, SECURITY DEPOSIT, SUB PARA 3, LINE 3 AND 4</u></p> <p><u>FOR</u> : 'Controller of Defence Accounts concerned'.</p> <p><u>READ</u> : 'Accepting Officer'.</p>
16.	24	<p><u>CONDITION 64 SUB PARA 7, LINE 4 & 5</u></p> <p><u>FOR</u> : 'Controller of Defence Accounts'.</p> <p><u>READ</u> : 'Accepting Officer'.</p>
17.	19	<p><u>CONDITION 50</u></p> <p><u>(a) SUB PARA 2, LINE 2</u></p> <p><u>FOR</u> : 'Deviation orders on the contractor'.</p> <p><u>READ</u> : 'Deviation orders, escalation amount'.</p> <p><u>(b) SUB PARA 4(b)(i) TO 4(b)(v)</u></p> <p><u>DELETE</u> existing sub para 4(b)(i) to 4(b)(v) in toto and insert as under :- " Ten percent of the contract value of the item or group of items of work for which a separate period of completion is given"</p> <p><u>(d) Add sub para 5 as under :-</u> "Amount of retention money plus compensation during currency of contract shall not exceed ten percent of contract value. Contractor shall furnish BGB or Fixed Deposit Receipt in lieu of retention money and if compensation amount is not fully met from retention money, the difference if any shall be recovered from the payments due to the contractor"</p>
18	3 & 4	<p><u>(a) Condition 1 (a), line 4</u></p> <p><u>FOR</u> : "The MES Schedule, the Specifications"</p> <p><u>READ</u> : "The MES Schedule, the Special conditions, the Specifications"</p> <p><u>(b) Condition 1 (b), line 2</u></p> <p><u>FOR</u> : "these conditions, and the Specifications"</p> <p><u>READ</u> : "these conditions, the Special Conditions and the Specifications"</p> <p><u>(c) Condition 1 (b), line 3</u></p> <p><u>FOR</u> : "loaned"</p> <p><u>READ</u> : "sold"</p>

Contd/.....

(AMENDMENTS CONTD/.....)

1	2	3
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(d) Condition 1 (g) , line 3**FOR** : "Garrison Engineer" who administers"**READ** : "Garrison Engineer" (or Assistant Garrison Engineer (Independent) if applicable) who administers"**(e) Condition 1 (g) , line 3**In the end, **ADD** the following :-

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

(f) Condition 1 (h) , line 3**FOR** : "the Superintendent Grade I"**READ** : "the Junior Engineer (JE)"**(g) Condition 1 (i) , line 1****FOR** : "Indian Standards Institution"**READ** : "Bureau of Indian Standards."**(h) Condition 1 (p) , line 4****FOR** : "air craft and acts of God"**READ** : "air craft and natural calamities."**(i) Condition 1 (p) , line 5****FOR** : "floods and tornado."**READ** : "floods, tornado and Tsunami."

19

5

(a) Condition 4A , line 7**FOR** : "Rs 60,000/-"**READ** : "1,50,000/-"**(b) Condition 4 A(a) , line 4****FOR** : "2,500/-"**READ** : "10,000/-"**(c) Condition 4A(c) , line 4****FOR** : "2,500/-"**READ** : "10,000/-"**(d) Condition 4A (d), line 2 and 3****FOR** : "5,000/-"**READ** : "20,000/-"**(e) Condition 4A(f), line 1****FOR** : "Rs 60,000/-"**READ** : "1,50,000/-"

20

5

(a) Condition 6 , subpara 1

The existing contents shall be substituted as under :-

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

AMENDMENT (CONTD/.....)

1	2	3
21	6 & 7	<p>(a) <u>Condition 6 A, line 6</u></p> <p><u>ADD</u> the following after the words “preference to scale, “:- “However the provisions of any drawings of a later date shall take precedence over that of a drawing of previous date further subject to the condition that working drawing will take precedence over a Typical Detail Drawing.”</p> <p>(b) <u>Condition 6 A (a) , line 1</u></p> <p><u>FOR</u> : “Quantities,” <u>READ</u> : “Quantities, Schedule ‘B’, ‘C’, ‘D’, ”</p> <p>(c) <u>Condition 6A (a), subpara 3 line 1</u></p> <p><u>FOR</u> : “one document forming” <u>READ</u> : “one document as defined hereinabove forming”</p> <p>(c) <u>Condition 6A (A)</u></p> <p>(i) Existing subpara (b) to (f) shall be enumerated as subpara (c) to (g).</p> <p>(ii) <u>ADD</u> new subpara (b) after existing subparas (s) as under :- “(b) Items and their quantities for which no rates or prices have been quoted shall be deemed to have been covered by the rates and prices quoted for the other items of Schedule ‘A’ or bill of quantities.”</p> <p>(d) <u>Condition 6 A(c) (iii)</u></p> <p>The existing contents shall be substituted as under :-</p> <p>(iii) Contract sum exceeding Rs 10 lakh : Rs 20,000 Plus 2% of Contract Sum exceeding Rs 10 Lakh subject to a maximum of Rs 1,00,000/- but not exceeding Rs 100 lakh</p> <p>(iv) Contract sum exceeding Rs 100 lakh : 1% of Contract sum subject to a maximum of Rs 5 lakh</p>
22	8	<p>(a) <u>Condition 9 (c), line 19</u></p> <p><u>FOR</u> : “labour at Site” <u>READ</u> : “labour and tools and plants at Site”</p> <p>(b) <u>Condition 9 (c), line 19</u></p> <p><u>ADD</u> the following at the end of para (c) viz line 21 :- “The contractor shall give the details of idle labour, workmen, employee, tools and plants and such other details as asked by the GE, within seven days of issue of order of suspension and the GE Shall verify the necessity and correctness thereof. Proper record of these details shall be maintained duly signed by the GE and the contractor.”</p>
23	8, 9 & 10	<p>(a) <u>Condition 10 A, subpara 2</u></p> <p><u>ADD</u> in the end after the work “comply.” Following: “However if the cost of particular item of material in a contract exceed Rs 1 lakh, these materials shall be procured only from the manufacturers or from their authorised dealers/ stockist (except in case of materials of local origin) and the contractor shall furnish proof thereof to the satisfaction of the GE that the material so comply.</p> <p>(b) <u>Condition 10 A , line 3</u></p> <p><u>ADD</u> in the end after the word “in the Contract. “following :- “The approved samples of materials which loose their identity after incorporation in the work shall be preserved with the GE till completion of work. Thereafter the same shall be removed in “as is where is’ condition by the contractor with prior permission of the GE without any extra cost to the Government. However, the approved samples of materials which do not loose their identity after incorporation ad which can be incorporated in the work as decided by the Engineer-in-Charge shall be allowed to be used in the sample quarter/block/work.”</p>

AMENDMENT (CONTD/.....)

1	2	3
23	8, 9 & 10	<p>(c) <u>Condition 10B, line 1 of last subpara of page 9</u></p> <p><u>FOR</u> : "cost of loading," <u>READ</u> : "cost of carriage, loading"</p> <p>(d) <u>Condition 10B, line 3 of subpara 3 of page 10</u></p> <p><u>FOR</u> : "The Engineer-in-Charge may" <u>READ</u> : "The GE may,"</p> <p>(e) <u>Condition 10B, line 5 of subpara 3 of page 10</u></p> <p><u>FOR</u> : "as decided by the GE" <u>READ</u> : "on the date of notifying to the contractor by GE (after technical check of final bill in CWE's Office) as decided by the GE or the stock book rate as fixed by the department, which ever is higher."</p> <p>(f) <u>Condition 10B, line 6 of subpara 3 of page 10</u></p> <p><u>FOR</u> : "the market rate" <u>READ</u> : "the recovery rate,"</p>
24	10 & 11	<p>(a) <u>Condition 11A, subpara (i) to (viii)</u></p> <p>Existing contents of subpara (i) to (vii) shall be replaced as under with subpara (i) to (iv) :-</p> <p style="padding-left: 40px;">“(i) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p style="padding-left: 40px;">(ii) by reason of delay on part of nominated subcontractors, or nominated suppliers which the Contractor has, in the opinion of GE, taken all practicable steps to avoid, or reduce, or</p> <p style="padding-left: 40px;">(iii) by reason of delay on the part of Contractors or tradesmen engaged by Government in executing works not forming part of the contract, or</p> <p style="padding-left: 40px;">(iv) by reason of any other cause (except force majeure) which in the absolute desertion of the Accepting Officer is beyond the Contractors control;”</p> <p>(b) <u>Condition 11 (A), last subpara, line 2</u></p> <p><u>FOR</u> : "G.E" <u>READ</u> : "Accepting Officer"</p> <p>(b) <u>Condition 11 (B), last but 3rd line from end</u></p> <p><u>FOR</u> : "G.E" <u>READ</u> : "Accepting Officer"</p> <p>(c) <u>Condition 11 (c)</u></p> <p>The existing contents shall be substituted as under :-</p> <p>“(C) Extension of time id due shall be granted within 45 days of receipt of request from the contractor alongwith supporting documents, but before expiry of original/extended period of completion.”</p>
24	10 & 11	<p>(D) No claim in respect of compensation or otherwise, for idle labour and/or idle machinery etc. and /or business loss or any such loss, however arising, as a result of extensions granted under Conditions (A) and (B) above shall be admissible. The decision on reason and quantum of extension shall be final and binding.</p>

AMENDMENT (CONTD/.....)

1	2	3
24	10 & 1	(E) <u>DELAY ON ACCOUNT OF FORCE MAJEURE :-</u>

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

Force majeure shall mean fires, floods, natural calamities such as earth quakes, lightening or other acts such as war, turmoils, strikes (otherwise than contractor's employees), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, sabotage, explosions, quarantine restrictions, beyond the control of either party.

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

Notwithstanding the provision of the immediately foregoing clauses, it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserved the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than agreement for the completed work and /or contractors materials lying at site."

25 12 (a) **Condition 17 , line 1**

FOR : "The Contractor shall not"

READ : "The Contractor including Public Sector undertaking/Government agency shall not"

26 13 (a) **Condition 18 , line 1**

FOR : "The Contractor shall not"

READ : "The Contractor including Public Sector undertaking/Government agency shall not"

27 14 & 15 (a) **Condition 25, the contents of subpara 2 after line 5 shall be substituted as under :-**

(a) For works costing between Rs 50 Lakh to 1000 lakh A Degree holder in Engineering from a Govt recognised Institution or equivalent, final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 4 years practical experience of works

(b) For works costing between Rs 7.5 Lakh to 50 lakh A Degree holder in Engineering from a Govt recognised Institution or equivalent, with final or direct final passed of Sub Division II of the Institution of Surveyors (India) with at least 2 years practical experience of works

(c) For works costing below Rs 7.5 Lakh A Diploma holder in Engineering from of Govt. recognised Institution with adequate practical experience of works.

NOTE :-

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

(2) The provision at Serial (b) & (c) above shall be applicable irrespective of the fact whether contractor himself is a qualified Engineer or not.

(3) Contractor shall employ additional Engineers as directed by GE where there are scattered sites.

(4) For work costing more than Rs 10 crore, the requirement of Engineering staff shall be as given in the tender documents.

(5) For specialist works/services Accepting Officer may vary requirement of supervisory staff in tender documents.

AMENDMENT (CONTD/.....)

1	2	3
27	14 & 15	(b) <u>Condition 25, last subpara on page 15 :-</u> The contents of last subpara on page No 15 shall be substituted as under :- “The GE shall have full powers to put the contractor on notice on account of default either for non employment of Engineers (s) or absence of Engineers (s) from site and levy penalty @ Rs 500/- per day vacancy up to 30 days period. Thereafter GE shall have the option to either suspend the work or employ Engineers(s) at Contractor’s cost and recover the amount from contractor’s dues.”
28	15	(a) <u>Condition 26, last subpara, last line</u> <u>FOR</u> : “Rs 50/-” <u>READ</u> : “Rs 5,000/- (Rupees five thousand only)”
29	16	(a) <u>Condition 31 third subpara, line 2</u> <u>FOR</u> : “at the *All India Flat Rate per 1,000 gallons which” <u>READ</u> : “at the *All in cost Rate per 1,000 gallons subject to a minimum of Rs 3.75 per every Rs 1000/- worth of work done priced at contract rates which”
30	17	(a) <u>Condition 36, last subpara :-</u> <u>ADD</u> the following at the end:- “Fencing be provided wherever necessary as decided by GE to isolate the working area to make the area unrestricted from restricted”
31	17	(a) <u>Condition 44, subpara 3, line 1</u> <u>FOR</u> : “rupees one lakh” <u>READ</u> : “rupees two lakh” (b) <u>Condition 44, subpara 3, line 2</u> <u>FOR</u> : “rupees five lakh” <u>READ</u> : “rupees ten lakh”
32	18	(a) <u>Condition 46, subpara 2 line 11 to 14</u> <u>FOR</u> : “Provided always that the liability of the Contractor under this Condition shall not extend beyond the defects liability period except as ; regards workmanship which the GE shall have previously given notice to the contractor to rectify.” <u>READ</u> : “Alternatively, such work, if technically/structurally acceptable, without detriment to the safety and utility of the item and the structure may be permitted to be accepted as devalued and recovery shall decided by competent authority (CWE in respect of contract concluded by himself and GE’s and AGE (I) and CE in respect of contract concluded by him) or the may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Whether any particular defect is due to unsound, imperfect or unskillful workmanship or due to normal wear & tear or user’s negligence, decision of GE shall be final and binding. Provided always that the liability of the Contractor under this Condition shall not extended beyond the defect liability period except as regards workmanship which the GE shall have previously given notice to the contractor to rectify. Govt further reserved the right to get the work technically inspected during currency of the contract and also during defects liability period by the Additional Director General of Technical Examination and/or his Officers or any other agency. The defects observed as a result of such technical examination shall be rectified by the contractor as notified by the GE. However, if the defects are not rectified, the devaluation of the work shall be carried out and recovery thereon shall be affected.”
33	19	(a) <u>Condition 49, subpara 2 line 2,3 and 4</u> <u>FOR</u> : “within such period as may be notified by the Engineer-in-Charge, to the place of issue against written receipt from the Engineer-in-Charge, to the place of issue against written receipt from the Engineer-in-Charge,” <u>READ</u> : “to the place of issue as stipulated in Condition 10(B) here-in-before against written receipts from the Engineer-in-Charge.”

Contd/.....

AMENDMENT (CONTD/.....)

1	2	3
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(b) **Condition 49, subpara 5 line 2,3 and 4**

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

READ : “before the completion of entire group, In such event, the grouping (phasing) of items as catered for in the contract shall be deemed to have been amended accordingly.”

33 19 (c) **Condition 49, subpara7**

Existing contents shall be substituted as under :-

“On receipt of notice from the Contractor that the work has been completed, the GE shall within seven days certify to the Contractor the Date(s) on which the items or group of items of Works are completed and taken over and the state thereof or shall notify the details of incomplete items of work to the Contractor . In case of dispute between GE and the Contractor over completion of work, the decision of Accepting Officer or CWE in case of GE’s contract shall be final and binding.”

34 21 (a) **Condition 55**

Existing contents shall be substituted as under :-

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

35 21 & 22 (a) **On page 2, against SI 59, Blank , add the following in description**

“Determination of contract in the event of Force Meajure”

35 21 & 22 (b) **On page 22, against SI 59, Blank**

Insert new condition 59 in lieu of blank as under :-

59. DETERMINATION OF CONTRACT IN THE EVENT OF FORCE MAJEURE – The contract may be determined at the option of either party by giving 30 days notice in writing to the other party should any event of “Force Majeure ‘continue to prevail for an uninterrupted period of six months and no progress of work is achieved owing to such circumstances during these six months. On receipt of notice from one party to other explaining circumstances of “Force Majeure ‘the Garrison Engineer and contractor will carry out joint inspection of works and an inventory of completed, incomplete works and the materials collected for incorporation in the work shall be prepared for processing of final bill. The contractor shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived due to determination of contract on account of “Force Majeure.’

36 (a) **Condition 61, Last but one para, line 6**

FOR : “ Rs 500/-”

READ : “Rs 5,000/-”

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

Substitute existing contents with following :-

“64. **ADVANCES ON ACCOUNT** – The contractor may at intervals of not less than 30 days for contracts of value less than Rs 50 lakh and 15 days in case of contracts more than 50 lakhs submit claims on IAFW2263 provided the payment due is not less than Rs 50,000/- and for Term Contracts, contractor may prefer not more than two claims for payment of advances on account work done and of materials delivered in connection with Measurement and Lump Sum Contracts. However such claim for work done, which are required to be measured, shall be submitted only after recording joint measurements in the MES Measurement Book IAFW-2261.”

Contd/.....

AMENDMENT (CONTD/.....)

1	2	3
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(b) **Condition 64, subpara 3, line 3**

FOR : "Engineer-in-Charge:-"

READ : "Garrison Engineer:-"

37 24 (c) **Condition 64, subpara 8 line 9**

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

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

38 25 (a) **Condition 66, line 2**

FOR : "the period being"

READ : "the period to be"

(b) **Condition 66, line 3**

FOR : "by the GE"

READ : "by the Engineer-in-Charge"

(c) **Condition 66 (a)**

FOR : "Four months"

READ : "Six months"

(d) **Condition 66(b)**

FOR : "Six months"

READ : "Nine months"

39 27 Existing Condition 71 Jurisdiction of Courts shall be renumbered as Condition 72

40 27 **ADD** a new Condition 71 Conciliator as under :-

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

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

41 13 **CONDITION 22, SECURITY DEPOSIT INCLUDING ALL ITS SUB PARA**

DELETE all the existing entries in toto and insert "**BLANK**" in lieu.

Contd/.....

AMENDMENT (CONTD/.....)

1	2	3
42	20	<p><u>CONDITION 53, THREE PARAGRAPHS AFTER PARA 53(c)</u></p> <p><u>DELETE</u> three Paragraphs after Para 53(c) of the above condition and substitute the following in lieu :-</p> <p>Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the works by any means independently without risk and cost of the original contractor.</p> <p>On cancellation of contract, the Performance Security and Retention Money upto last paid RAR shall be forfeited. All T&P and material of contractor lying at site shall be confiscated by Government and shall be absolutely at the disposal of the President of India and no compensation whatsoever shall be allowed by department.</p> <p>If the failed contractor is a Company, or a Firm then every Member / Partner / Director of Company, or Firm shall be barred from participating in the tender for the balance work either in his / her individual capacity or as a Partner of any other Company / Firm.</p>
43	21	<p><u>CONDITION 54, THREE PARAGRAPHS AFTER PARA 54(d)</u></p> <p><u>DELETE</u> three Paragraphs after Para 54(d) of the above condition and substitute the following in lieu :-</p> <p>The Accepting Officer may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Government, cancel contract as a whole or only such Work Order(s) or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means independently without risk and cost of the original contractor.</p> <p>On cancellation of contract, the Performance Security and Retention Money upto the last paid RAR shall be forfeited. All T&P and material of contractor lying at site shall be confiscated by Government and shall be absolutely at the disposal of the President of India and no compensation whatsoever shall be allowed by department.</p> <p>If the failed contractor is a Company, or a Firm then the every Member / Partner / Director of Company, or Firm shall be barred from participating in the tender for the balance work either in his / her individual capacity or as a Partner of any other Company / Firm.</p>
44 (i)	25	<p><u>CONDITION 67, RECOVERY FROM CONTRACTOR Against PARA 67(a) Line-10</u></p> <p><u>FOR</u> : "Security Deposit or Security Bond amount"</p> <p><u>READ</u> : "Performance Security amount (or from the Contractor's Standing Security Deposit amount or Security Bond if Performance Security amount is not adequate)"</p>
44 (ii)	26	<p><u>CONDITION 67 Against PARA 67(g) Line-5</u></p> <p><u>FOR</u> : "Security Deposit or Security Bond amount"</p> <p><u>READ</u> : "Performance Security amount (or from the Contractor's Standing Security Deposit amount or Security Bond if Performance Security amount is not adequate)"</p>

Contd/.....

AMENDMENT (CONTD/.....)

1	2	3
45	26	<u>CONDITION 68</u>

DELETE the existing clause / condition in toto and substitute the following in lieu :-

68. Refund of Performance Security : The Performance Security Deposit mentioned in Condition 19 above may be refunded to the contractor after the expiration of the defects liability period (vide Condition 46) by the GE provided always that the contractor shall first have been paid the final bill and have rendered a No-Demand Certificate (I.A.F.W.-451).

46	26	<u>CONDITION 70 PARA 3</u>
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DELETE all the existing entries from Para 3 in toto.

47	13	<u>CONDITION 19</u>
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DELETE the word 'Blank' of the above condition and substitute the following :-

19. Performance Security

19.1 Within 28 days of receipt of the Letter of Acceptance, the successful contractor shall deliver to the Accepting Officer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract sum.

(a) A Bank Guarantee in the prescribed form.

(b) Government Securities, FDR or any other Government Instruments stipulated by the Accepting Officer.

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

19.3 Failure of the successful contractor to comply with the requirements of sub-clause 19.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.

19.4 All compensation or other sums of money payable by the contractor to the Government under the terms of this contract or under any other Contract with Government may be deducted from, or paid by the sale of a sufficient part of the Performance Security or from the interest arising there from or from any sums which may be due or become due to the contractor by the Government on any account whatsoever and in the event of his Performance Security being reduced by reason of any such deduction, or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof.

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

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

Contd/.....

AMENDMENT (CONTD/.....)

1	2	3
48	18	<p><u>CONDITION 46 INSPECTION OF THE WORKS</u> <u>PARA-2, LINE-1 TO 5</u></p> <p><u>FOR</u> : “Should the G.E. consider, at any time or not otherwise in accordance with the Contract”</p> <p><u>READ</u> : “Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of :-</p> <p>(a) Thirty Six calendar months after the works have been handed over to Government (hereinafter referred to as the “defects liability period”) for Runway works, Marine & Harbour works, High Altitude works & Specialist works of Hospitals & Medical Equipment / Medical Gas.</p> <p>(b) Twenty Four calendar months after the works have been handed over to Government (hereinafter referred to as the “defects liability period”) for works other than mentioned in sub para (a) above.</p> <p>(The Period of defects liability period is specified in the tender documents).</p> <p>that any work has been executed with unsound, imperfect or unskilful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract”</p>
49	18	<p><u>CONDITION 46 INSPECTION OF THE WORKS</u> <u>PARA-2, LINE-1 TO 5</u></p> <p><u>FOR</u> : “Should the G.E. consider, at any time or not otherwise in accordance with the Contract”</p> <p><u>READ</u> : “Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of :-</p> <p>(a) Thirty Six calendar months after the works have been handed over to Government (hereinafter referred to as the “defects liability period”) for Runway works, Marine & Harbour works, High Altitude works & Specialist works of Hospitals & Medical Equipment / Medical Gas.</p> <p>(b) Twelve calendar months after the works have been handed over to the Government (hereinafter referred to as the “defects liability period”) for works of Periodical Services and Welcome Maintenance , Minor works and Revenue Works and Works for ‘Maintenance & Operation’ including Repairs and Works for Maintenance & Repair/ Replacement.</p> <p>(c) Thirty days or date of taking over of the Installation by MES, whichever is earlier, for Manning & Operation & ‘Maintenance & Operation’ involving predominantly Outsourcing of Services through Deployment of Manpower/ Work-force and not involving Repair/ Replacement.</p> <p>(d) Twenty four calendar months after the works have been handed over the Government (hereinafter referred to as the ‘defects liability period”) for works other than mentioned in sub para (a) to (c) above.</p>

SIGNATURE OF CONTRACTOR

ACWE (Contracts)
For Accepting Officer

DATED : _____

CONDITION-70 OF IAFW-2249 :-

The existing descriptions of Condition 70 of IAFW-2249 shall be substituted by the revised description as under:-

70. Arbitration**(a) Arbitration Where Applicability of Section 12 (5) of the Arbitration and Conciliation Act Has Been Waived Off:-**

All disputes, between the parties to the Contract (other than those for which the decision of the CWE or any other person is by the Contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them, be referred to the Arbitral Tribunal of a Sole Arbitrator (in case of contract sum less than or equal to Rs 100 Crore) or to Arbitral Tribunal of three Arbitrators (in case of contract sum exceeding Rs 100 Crore) from MoD Panel of Arbitrators. The officers so considered for appointment of Arbitrator, either as sole Arbitrator or for Arbitral Tribunal, shall be having degree in Engineering or equivalent or having passed Final/Direct Final Examination of Sub-Division II of Institution of Surveyor (India) or similar other Institutes recognised by the Government of India.

In case of arbitration by Sole Arbitrator, the Arbitrator shall be appointed by the Authority mentioned in the contract document within a period of thirty days of having received the notice from any of the parties to Contract, out of MoD Panel of Arbitrators. In case of Arbitral Tribunal consisting of panel of three Arbitrators, both the parties will be asked by the Appointing Authority to suggest at least two names out of MoD Panel of Arbitrators within thirty days. The Appointing Authority will appoint two Arbitrators, one Arbitrator each out of the suggested names. The two Arbitrators so appointed will select one Arbitrator from the MoD Panel of Arbitrators who will be the 'Presiding Arbitrator'. The Serving Officer(s) so appointed as Arbitrator(s), either as Sole Arbitrator or as one of the three Arbitrators in the Arbitral Tribunal, can continue as Arbitrator even after retirement, provided both the parties to the Contract give written consent to this effect. In such case, however, the Arbitrator shall not be entitled for any fee even after retirement.

(b) Arbitration Where Applicability of Section 12 (5) of Arbitration & Conciliation Act Has Not Been Waived Off:-

All disputes, between the parties to the Contract (other than those for which the decision of the CWE or any other person is by the Contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them, be referred to the Arbitral Tribunal of a Sole Arbitrator (in case of contract sum less than or equal to Rs 100 Crore) or to Arbitral Tribunal of three Arbitrators (in case of contract sum exceeding Rs 100 Crore). The Officers so considered for appointment as Arbitrator, either as Sole Arbitrator or for Arbitral Tribunal, shall be having degree in Engineering or equivalent or having passed Final/Direct Final Examination of Sub Division II of Institution of Surveyor (India) or similar other Institutes recognised by the Government of India.

In case of arbitration by Sole Arbitrator, the Arbitrator shall be appointed by the authority mentioned in the contract document from the MoD Panel of Arbitrators within a period of thirty days of having received the notice from any of the parties to Contract. In case of Arbitral Tribunal consisting of panel of three Arbitrators, both the parties shall be asked by the Appointing Authority to suggest at least two names out of MoD Panel of Arbitrators within thirty days. The Appointing Authority will appoint two Arbitrators, one Arbitrator each out of the suggested names. The two Arbitrators so appointed shall select one Arbitrator from the MoD Panel of Arbitrators who will be the 'Presiding Arbitrator'.

Contd...../-

(c) **Common For All Arbitration.**

Unless both parties agree in writing, such reference shall not take place until after the completion or alleged completion of the works or termination or determination of the contract under Condition Nos. 55, 56 and 57 hereof.

Provided that in the event of abandonment of the works or cancellation of the Contract under Condition No. 52, 53 or 54 hereof, such reference shall not take place until alternative arrangements have been finalised by the Government to get the works completed by or through any other Contractor or Contractors or Agency or Agencies.

Provided always that commencement or continuance of any arbitration proceeding hereunder or otherwise shall not in any manner militate against the Government's right of recovery from the Contractor as provided in Condition 67 hereof.

If the sole Arbitrator or one or more Arbitrators of the Arbitral Tribunal so appointed resign(s) from his/her appointment or vacate(s) his/her office or is unable or unwilling to act due to any reason whatsoever, the Authority appointing him/her will appoint a substitute Arbitrator to act in his/her place in the manner specified hereinabove. In case the Arbitrator resigning in this manner is the Presiding Arbitrator, the other two Arbitrators of the Arbitral Tribunal shall appoint the substitute Presiding Arbitrator.

The Arbitral Tribunal may proceed with the arbitration, ex parte, if either party, in spite of a notice from the arbitrator fails to take part in the proceedings.

The Arbitral Tribunal may from time to time with the consent of the parties, enlarge the time for making and publishing the award subject to the limit laid down in the Arbitration & Conciliation Act 1996 as amended upto the date on which arbitration proceedings commence.

The Arbitral Tribunal shall make the award within the period as provided in the Arbitration & Conciliation Act 1996 (as amended upto the date on which arbitration proceedings commence) from the date of entering on the reference or within the extended period as the case may be on all matters referred to it and shall indicate findings alongwith sums awarded separately on each individual item of dispute. The Arbitral Tribunal shall give reason for the award in each and every case irrespective of the value of claims or counter claims.

The venue of Arbitration shall be such place or places as may be fixed by the Arbitral Tribunal in its sole discretion.

The Award of the Arbitral Tribunal shall be final and binding on both parties to the Contract.

NOTE : The request for invocation of arbitration and appointment of arbitrator by either party shall be done mandatorily on MES Arbitration online platform (MIMAMSA). All proceedings related to such arbitration including submission of all documents shall be conducted on the subject platform and as per its applicable SOP. All procedural orders, interim award, final award or any other information or directions given by the arbitrator shall be published by him / her on the platform. Publishing and uploading of final award on the platform shall satisfy the requirements of Sec 31(5) of the Arbitration and Conciliation Act 1996. For purpose of calculating limitation period as per Sec 34(3) of the Arbitration and Conciliation Act 1996, the date of uploading of final award on the platform by the arbitrator shall be applicable.

SIGNATURE OF CONTRACTOR

DATED : _____

**ACWE (Contracts)
For Accepting Officer**

SCHEDULE OF MINIMUM FAIR WAGES

1. It is hereby agreed that the "**Schedule of Minimum wages**" as published by Govt of India /State Govt/Govt local authorities whichever is highest and which specifies minimum rates of wages for various categories of workman as applicable on the last due date of receipt of this tender shall form part of these tender document.
2. The minimum rates of wages shall consist of all inclusive rates and include also the wages for weekly day of rest.
3. My/our signature here under amount to my/our having signed the aforesaid documents forming part of this tender.

SIGNATURE OF CONTRACTOR

DATED :

ACWE (Contracts)
For Accepting Officer

SPECIAL CONDITION AND REQUIREMENTS

1. GENERAL

1.1 The following Special Conditions shall be read in conjunction with the General Conditions of Contracts, IAFW-2249 and IAFW-2159 (Revised-1947) including errata/amendments thereto. Any provision in these special conditions if at variance with that of the aforesaid documents shall take precedence there over. The term General specification used in any of the documents forming part of the contract refer to the specification contained in the MES Schedule.

2. SPECIFICATIONS

2.1 General specifications mentioned anywhere in the contract including those in General Conditions of Contracts, viz IAFW-2249, shall mean the specifications given in the MES Standard Schedule of Rates 2009 (Part-I). Particular specifications given here-in-after are in brief and only to particularize /amend and emphasise the specification given in the MES standard Schedule of Rates. Specifications, General Rules. Preambles and special conditions contained in MES standard Schedule of Rates 2020 Part-II (rates) shall, unless specifically described otherwise, be applicable to this contract.

2.2 Any work shown on drawings(s) but not described in particular specifications shall, unless specifically described to be excluded from the contract, be deemed to be included in the item rate quoted by contractor for Schedule 'A'. In case of doubt with regard to the manner of detail for executing the work, the decision of the For Accepting Officer shall be final, conclusive and binding. This shall not be applicable to the items of work pertaining to services for which separate parts of Schedule 'A' setting out the requirements have been given. Should there be item(s) or parts as shown on drawings but not included in the relevant sections of Schedule 'A' these shall, unless otherwise described or stated in the contract, constitute an additional work.

2.3 All headings and marginal notes to these special conditions or to any other documents of this contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to supersede the contents of the clauses.

2.4 The tenderer is advised to point out in writing discrepancy(s), if any, of the tender documents, at least 10 days before the due date of receipt back of tender. In case discrepancy(s) in contract documents is/are noticed by the Contractor during execution of the works, it shall be brought out to the notice of the For Accepting Officer of contract and others concerned in writing before commencement of the particular work where discrepancy (s) is/are noticed failing which the contractor shall forfeit his right to claim on account of such discrepancy (s)

2.5 Also where there are obvious mistakes in any of the contract provisions, the For Accepting Officer shall be sole deciding authority with regard to the intention of the contract documents and his decision in this respect shall be final, binding and conclusive.

2.6 Where the drawings show finishes to wooden members, such finishes shall be applied to wooden members as well as wood based members. However, surfaces covered with laminates shall not be given any finish such as painting, polishing etc.

2.7 Where reinforcement details/thickness of RCC members such as slab, beams, lintels etc are not shown on the drawings, the same shall be supplied by the GE on the basis of provisions in IS-456-2000 and the same shall be provided and incorporated in the works by the contractor and no extra payment will be admissible on this account.

2.8 Where ever nomenclatures of structural slabs (e.g S-I, S-2 etc) is given in the RCC Plans, the details of reinforcement for such slabs shall be as given for slabs of the same nomenclature elsewhere, if not given in the same drawing.

2.9 Dwarf wall in situations like verandah, passage etc even if not shown on drawings, shall be deemed to be included in the scope and shall be provided at no extra cost to the department.

3. CONDITIONS OF CONTRACTS AND EXECUTION OF WORKS

3.1 The various sections /Sub-divisions of the tender documents shall be deemed to be supplementary/complementary to Each other.

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...**INSPECTION OF SITE BY THE TENDERER**

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

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

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

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

5.1 Delete the following in para 1 of Condition 24 of IAFW-2249, General Conditions of Contracts: "In the event of the areas of land.....allotted to him" and the following shall be read in conjunction with condition 24 of IAFW-2249. "The contractor shall be permitted to store his materials including erecting temporary sheds there for temporary workshops and the like at the area of land marked for this purpose, on the site plan/shown by the GE free of rent, if it is on Class A-I land. For other types of land he shall be charged license fee of Rs. 1/- per year or part of year for each and every separate area of land allotted to him". No land shall be allotted to the contractor for construction of huts for accommodation of labour.

6. CONDITION OF WORKING

6.1 The work lies in **UNRESTRICTED AREA**. However, the contractor, his agents, servants, workmen and vehicles may pass through specified points/route, pass through unit lines and may be asked to disclose their identity and bonafides by the authority controlling the area as per their rules and regulations. Engineer-in-Charge shall at his discretion have the right to issue passes, control their admission to the site of work or any part thereof after through verification of antecedent by contractor. The contractor shall, on demand by the Engineer-in-Charge, submit a list of personnel etc., concerned and any other information called for by the Engineer-in-charge and shall satisfy the Engineer-in-charge as to the bonafides of such people. Passes shall be returned at any time on demand by The Engineer-in-charge and in any case on completion of work.

6.2 The contractor and his work people shall observe all the rules promulgated from time to time by authority controlling the area in which the work is to be carried out e.g. prohibition of smoking, etc. Any person found violating the 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 this account. Nothing shall be admissible for any man hours lost on this account.

7 FIRE PRECAUTIONS

7.1 The contractor, his agent, representatives, workmen etc shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area/place of execution of work.

7.2 Motor transport vehicles if any allowed by authorities to the restricted area/place of execution of work must be fitted with serviceable fire extinguishers and flash eliminators. The contractor shall be responsible to abide by security rules promulgated by the authority.

7.3 Any kind of smoking and carrying lighting/match box or any fire instruments within the restricted area/place of execution of work is strictly prohibited.

8. SECURITY OF CLASSIFIED DOCUMENTS

8.1 Contractor's special attention is drawn to condition 2-A & 3 of General conditions of contracts (IAFW-2249). The contractor shall not communicate any classified information regarding the 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 the work and he shall return all documents on completion of the work or earlier on termination of contract. The contractor shall alongwith final bill attach a receipt from the Engineer-in-Charge in respect of his having returned the classified documents as per condition 3 of General conditions of Contracts (IAFW-2249).

Contd...

SPECIAL CONDITION AND REQUIREMENTS (CONTD...**9. OFFICIAL SECRET ACT**

9.1 The contractor shall be bound by the India Official Secret Act, 1923, particularly Section 5 thereof, all as per condition 2A of IAFW-2249.

10. EMPLOYMENT OF PERSONNEL

10.1 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 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 For Accepting Officer at the time of submission of the tender. As a proof that the contractor has employed only India 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 personnel employed by him. All expenses in connection with verification antecedents by Police Authority/Security Agency shall be borne by the contractor.

10.2 The GE shall have full power, and without giving any reason to order the contractor immediately to cease to employ in connection with this 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.

10.3 The contractor's attention is also drawn to condition 25 of IAFW-2249 in this connection.

11. DAMAGE TO EXISTING STRUCTURES

11.1 Any damage to the existing structures, any existing road, cables, communication lines, 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 to conform 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 decision of the GE shall be final, conclusive and binding.

12. QUARRIES AND ROYALTIES

12.1 Quarries are not available on land which is in the charge of MES authorities. Condition 14 of IAFW-2249 shall be treated as not applicable contractor to pay all royalties as per Govt order and nothing extra will be paid on this account. The Contractor shall procure all minor mineral from Govt approved quarries.

13. APPROACHES

13.1 The contractor shall make arrangements for and provide at his own cost all temporary approaches, if required to the site (s), after obtaining approval in writing of the GE to the layout of such approaches.

14. LOCATION OF BUILDINGS AND WORKS

14.1 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 change in the location/siting of works.

15. ACTION WHERE NO SPECIFICATIONS EXIST

15.1 In case of any class of work for which there are no specifications in the tender documents including SSR, such work shall be carried out in accordance with Indian Standard Specifications and where Indian Standard Specifications do not cover the same, the work shall be carried out as per standard engineering practice subject to the approval of the GE.

15.2 No claim what-so-ever will be tenable for any misunderstanding or for not having ascertained requisite information/knowledge to muster the resources required in satisfactory completion of the entire work to requirements as per contract agreement.

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...**16. METHOD OF MEASUREMENTS**

16.1 Measurement of all measurable work executed under this contract shall be taken in accordance with the rules of measurements as laid down in SSR Part -I, 2020 & SSR Part-II, 2020 pertaining to various items of work as applicable, unless otherwise indicated in the respective sections\ parts of Schedule 'A'. In case the method of measurements for a particular item of work is not given in SSR, a reference will be made to the relevant provisions contained in the latest edition of IS-1200.

17. COORDINATION WITH OTHER AGENCIES

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

18. SECURITY AGAINST LOSS OR DAMAGE

18.1 CONTRACTOR'S PLANTS/EQUIPMENTS AT SITE:-The contractor shall furnish to the Engineer-in-charge every morning a distribution return of his plants/equipments on the site of the work, stating the following particulars :-

(i) Particulars of plants/equipments, its make, manufacture No., 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 and indication of No.(quantity) at Each location of the site of work.

(iv) Purchase value on the date of purchase. For the purpose of this condition, plant/equipment shall include vehicles i.e. trucks and lorries but neither the workmen's tools nor any manually operated tools/equipment. The Engineer-in-charge shall record the particulars supplied by the contractor in the works diary and send monthly return to the GE for record in his office.

18.2 LOSS ON ACCOUNT OF ENEMY ACTION :- If as a result of enemy action the contractor suffers any loss or damage, the Govt, shall reimburse to the contractor such loss or damage to the extent and in the manner provided here-in-after :-

(i) The loss suffered by him on account of any damage or destruction of his plants/equipment (as defined in special condition (a) above), materials or any part or parts thereof the amount of loss assessed by the For Accepting Officer of the contract on this account shall be final, conclusive and binding.

(ii) The compensation paid by him under any law for the time being in force, to any workmen employed by him for any injury caused to workman or workman's legal successor 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 by the GE/or concerned, or in the absence of such order, reasonable precautions taken by the contractor. No reimbursement shall be made nor shall any compensation be payable for any plants/equipment or materials not lying at site of work at the time of enemy action.

19. WATER

19.1 Refer Condition 31 of General Conditions of Contracts (IAFW-2249).

19.2 Water will be supplied by MES to the Contractor at Points shown on Site Plan/ as shown by the GE from Piped system and shall be paid by the contractor at the rate of Rs. 3.75 per Rupees one thousand worth of work done priced at contract rates. The Contractor shall arrange at his own expense for Storage of Water and Lifting Pumping, carrying of conveying Water to the Site of Work as required. In case Water Points are not marked on the Site Plan, the Water shall be supplied at ONE POINT as decided by GE.

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...

19.3 However, the supply of water may not be continuous and adequate. Necessary arrangements for conveyance and storage of water will have to be made by the contractor at his own cost. In the event of breakdown of MES supply of water or its becoming intermittent or in the event the said supply of water is found inadequate for use in works and by his work people, the contractor shall allow in his tender for making his own arrangements to supplement the MES supply by any other means or digging tube well(s) under his own arrangements at his own cost at the site(s) of work. and the contractor shall have no claim what-so-ever on this account.

19.4 The contractor shall have no claim on restriction imposed during the currency of the contract with regard to supply of water to meet other local requirements.

19.5 Irrespective of whether contractor uses water supplied by MES in part or in full or supplements the MES supply of water by wells or by any other means, the contractor shall pay for the water drawn from MES as specified in Sub Para 19.2 above.

20. **ELECTRICITY**

20.1 In case the contractor desires to buy electricity from the MES, and if it is supplied by MES he shall be charged for electric energy consumed at the following rates :-

(i) At Rs 8.58 per KWH for Power & Light

20.2 Electric supply required for the work if available shall be made available by the MES at the point (s) as decided by GE. The main switches and energy meter to register the electric energy supplied shall be provided and installed by the MES. The contractor shall provide all necessary cable, fittings etc from the main switches in order to ensure a proper and suitable supply of electricity for the execution of work. The contractor shall also provide necessary earthing keeping in view the safety requirements. The MES does not guarantee for the continuity of supply and no compensation what-so-ever shall be allowed for supply becoming intermittent or for breakdown in the system. The actual position of supply point (s) for electric energy will be ascertained by the contractor from the GE before submitting his tender. Irrespective of whether he actually inspects or not, he shall be deemed to have inspected and seen the supply point (s) in consultation with GE before submitting his tender. No claim, what so ever, shall be entertained on this account.

21. **Blank**

22. **SAMPLES OF MATERIALS/ARTICLES :-**

22.1 Materials/Articles provided by the contractor for in-incorporation in the works shall unless otherwise specified in the particular specifications, comply with the requirements of the relevant Indian Standards (IS) of the year of Publication/edition specified in the MES Schedule Part-I and shall have IS certification marking, in particular, the following items as applicable :-

- (i) Cement
- (ii) Steel
- (iii) CGI / PGI sheet
- (iv) APP membrane
- (v) Tiles
- (vi) Paint / distemper/cement paint/primer
- (vii) GI tubing and fittings.
- (viii) Ply wood
- (ix) Wood
- (x) Stop cock/bib cock/pillar cock.
- (xi) Sanitary fittings
- (xii) Builder's hardware, e.g. sliding/locking/ tower bolts, butt/spring hinges, hasp and staple, rim, mortice locks, handles
- (xiii) Bitumen for road
- (xiv) PVC pipes and fittings
- (xv) Wires & cables.
- (xvi) Switches / sockets / boards
- (xvii) All electrical HT / LT cables
- (xviii) All types of light fittings.
- (xix) MCB/MCCB/DB
- (xx) Sheet metal enclosures
- (xxi) Exhaust fan
- (xxii) Any other material decided by GE

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...

22.2 Sample of all other materials such as polythene film, polyurethane sealant, , water based paint, concrete pipe etc. shall be got approved by the contractor from GE before incorporation in the work.

22.3 The tenderers are advised to inspect sample of the materials which are displayed in the office of the Garrison Engineer before submitting his tender. The tenderers 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 or not. The materials to be incorporated in the work by the contractor shall conform to or shall be superior in quality to the sample displayed and shall comply with the specifications given here-in-after. The materials to be provided by the contractor shall conform to or be superior to the sample.

22.4 The selection and use of sources for materials shall be subject to the compliance of these specifications read in conjunction with the MES Schedule and relevant India Standard Specifications.

22.5 Refer condition 10 of IAFW-2249 and Clause No 1.6 & 1.7 of MES Standard Schedule of Rates Part-I (Specifications) .

22.6 The contractor shall not procure materials unless the samples are first approved by the Garrison Engineer.

22.7 The materials other than materials of local origins shall comply with the requirement of the latest IS.

22.8 The cost of testing of material shall be borne by the contractor, while quoting their rates for each item of Schedule 'A' ,this aspect shall be kept in mind and nothing extra shall be admissible on this account.

23. **PROPRIETARY MATERIALS/ARTICLES-**

23.1 The proprietary articles such as Anti-termite Chemical, bitumen, fibre base felt, water proofing compound, paint, etc. when brought to site shall be inspected and approved by the GE.

23.2 The quantity of proprietary articles brought to site shall be recorded in measurement book (IAFW-2261) 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 works.

23.3 The proprietary materials shall be stored as directed. Those already recorded in the Measurement book shall be marked suitably for identification.

23.4 The contractor, shall on demand, produce to the GE, Original receipt vouchers/invoices in respect of the supplies, to ensure that the contractor has actually brought the articles of required quality and quantity from the authorised agent/manufacturer/supplier and also to find out the rates thereof.

23.5 The chemical required for anti-termite treatment shall be purchased from manufacturers/authorised dealers only and contractor shall produce the cash voucher etc. to prove the genuineness of the same. GE will also ensure that proper quality/quantity of chemicals are brought and incorporated in the works.

23.6 The condition 64 of the General Condition of Contracts shall be deemed to be modified to the extent mentioned here-in-after. Add the following in continuation of para 8 "Provided further the contractor may be paid advance on account to the full value of the under mentioned materials only, brought on the site, on his furnishing Guarantee Bond(s) from a Scheduled Bank for the amount of retention money which should otherwise be recoverable from him under contract :-

- (i) Cement
- (ii) Steel
- (iii) CGI / PGI Sheets
- (iv) APP membrane
- (v) Tiles
- (vi) Paint / distemper/cement paint/primer
- (vii) GI tubing and fittings.
- (viii) Ply wood
- (ix) Wood
- (x) Stop cock/bib cock/pillar cock.
- (xi) Sanitary fittings
- (xii) Builder's hardware, e.g. sliding/locking/ tower bolts, butt/spring hinges, hasp and staple, rim, mortice locks, handles
- (xiii) Bitumen for road
- (xiv) PVC pipes and fittings
- (xv) Wires & cables.
- (xvi) Switches / sockets / boards
- (xvii) All electrical HT / LT cables
- (xviii) All types of light fittings.
- (xix) MCB/MCCB/DB
- (xx) Sheet metal enclosures
- (xxi) Geyser
- (xxii) Any other material decided by GE

Contd...

SPECIAL CONDITION AND REQUIREMENTS (CONTD...

The Vouchers/invoices will clearly indicate the contract number and the IS No. specific alternative to which the material conforms in case of various alternatives given in IS.

23.7 The Bank Guarantee Bonds shall be executed for a period of 24 months and on a form as directed by the Accepting Officer. The contractor shall further arrange to extend the period of Guarantee Bond if and when necessary, as directed by the Accepting Officer or shall furnish fresh guarantee bond(s) of similar value in lieu. It shall be noted that advance on account to the full value of materials brought on the site is permissible only in respect of fittings and fixture and other manufactured items which do not lose their identity materials.

24. RECORD OF CONSUMPTION OF CEMENT

24.1 The contractor shall maintain a pucca bound register with serially numbered pages with all pages initialled by Engineer-in-Charge against numbering showing quantities of cement records and used in the work daily and balance at the end of each day. The form of record shall be as approved by Engineer-in-Charge. The register shall be signed daily by the representative of MES and the contractor in token of verification of its correctness and shall be checked by Engineer-in-Charge, at least once a week and on the days cement is issued to the contractor.

24.2 The register shall be kept at site safe custody of the contractor representative during the progress of the work and shall on demand, be produced for verification to the inspecting officers.

24.3 On completion of the work the contractor shall deposit the cement register with the Engineer-in-Charge for record.

25. RECORD OF MATERIALS

25.1 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.

25.2 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.

25.3 Contractor shall produce vouchers/invoices from the manufacturers and/or their authorized agents for the full quantity of the following materials 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) All items for which payment is claimed in RAR as " Material lying at site"
- (ii) Cement
- (iii) Steel
- (iv) CGI / PGI Sheets
- (v) APP Membrane
- (vi) Tiles
- (vii) Paint / distemper/cement paint/primer
- (viii) GI tubing and fittings.
- (ix) Ply wood
- (x) Wood
- (xi) Stop cock/bib cock/pillar cock.
- (xii) Sanitary fittings
- (xiii) Builder's hardware, e.g. sliding/locking/ tower bolts, butt/spring hinges, hasp and staple, rim, mortice locks, handles
- (xiv) Bitumen for roof /sunken floor treatment
- (xv) PVC pipes and fittings
- (xvi) Wires & cables.
- (xvii) Switches / sockets / boards
- (xviii) All electrical HT / LT cables
- (xix) All types of light fittings.
- (xx) MCB/MCCB/DB
- (xxi) Sheet metal enclosures
- (xxii) Geyser
- (xxiii) Any other material decided by GE

25.4 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 materials(s) being less than smallest packing.

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...

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

26. WATCH/LIGHTING

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

27. MAKING GOOD

27.1 The contractor shall leave or form holes in concrete (Plain or RCC), Brick work, stone masonry and in any other situation as required for the work or as directed by the Engineer-in-charge and make good all the holes in the same mortar and mix as specified for that portion of work.

28 CLEANING DOWN

28.1 Refer condition 49 of IAFW-2249. The contractor shall clean all floors, remove cement, lime or paint drops, clean joinery, glass panes etc, touch up all painter's work and carry out all other necessary items of work in connection there with 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.

29. ADJUSTMENT OF TAXES/LEVIES

29.1 Tendered rates are inclusive of all taxes and levies payable under the respective statues and nothing extra will be paid on this account.

30. CONSTRUCTION LABOUR WELFARE CESS/TAX

30.1 Consequent upon promulgation of ordinance by the President of India, the Contractor is liable to pay element for construction Labour Welfare Cess/Tax. The rates quoted by the contractor shall be deemed to be inclusive of this CESS/TAX at the rate prevailing on last due date for receipt of tenders.

31. WORK ON HOLIDAY

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

32. QUALIFIED TRADESMEN

32.1 In compliance with the condition 26 of IAFW-2249 (General Conditions of Contracts), the contractor shall employ skilled/semi skilled tradesmen who are qualified and possessing certificate in particular trade from Industrial Training Institute (ITI)/National Institute of Construction Management and Research (NICMAR)/Similar reputed and recognised institutes by State/Central Government, to execute the works of their respective trade. The number of such qualified tradesmen shall not be less than 25% of total skilled/semi skilled tradesmen required in Each trade. The contractor shall submit the list of such tradesmen alongwith requisite certificates to Garrison Engineer for verification and approval. Notwithstanding the approval of such tradesmen by GE, if the tradesmen are found to have inadequate skill to execute the work of their trades, leading to unsatisfactory workmanship, the contractor shall remove such tradesmen within a week after written notice to this effect by the GE and shall engage other qualified tradesmen after prior approval of GE. GE's decision whether a particular tradesmen possesses requisite qualification, skill and expertise commensurate with nature of work, shall be final and binding. No compensation whatsoever on this account shall be admissible.

33. PRICING OF DEVIATIONS-

33.1 The principle enumerated in condition 62 of IAFW-2249 shall apply to various sections of Schedule 'A' of this contract.

SPECIAL CONDITION AND REQUIREMENTS (CONTD...**34. MINIMUM WAGES PAYABLE-**

34.1 Refer condition 58 of IAFW-2249. Govt of India, Min of labour (Deptt of labour and Employment) vide notification dated 28 Jan 2002 have fixed minimum rates of wages as upto dated from time to time for various categories of employees under the Minimum Wages Act, 1948. The contractor shall not pay wages lower than minimum wages including allowances as fixed under said notification as updated till the date of receipt of tender. Where in any area the minimum rates of wages are also fixed by state Government for employees in employment in the construction/maintenance of buildings/roads/ runways, the labour wages as fixed vide above said updated Notification of Ministry of Labour or respective state Government whichever is higher in respect of these areas shall be deemed minimum rates of wages payable under this contract and the contractor shall not pay lower than this minimum rates of wages.

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

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

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

34.5 Schedule of min wages has not been enclosed alongwith tender documents. However, contractor shall be deemed to have verified the minimum wages payable as on the last due date of receipt of tender.

35. SITE CLEARANCE

35.1 Irrespective of what is mentioned in special conditions or anywhere in this contract, penal recovery rates for non clearance of site after completion of works, to the entire satisfaction of the Engineer-in-charge's, will be as under :-

- | | | |
|------|---|------------------------------|
| (i) | Non clearance of Debris | : Rs 100.00 per cum per week |
| (ii) | Non repairing of road
(Cut for laying water supply or electric line) | : Rs 50.00 per RM per week |

36. TESTING OF MATERIALS

36.1 The cost of testing of materials as listed in Appendix 'A' except material issued under Schedule 'B' shall be borne by the contractor.

36.2 Rates given under Col 7 of Appendix 'A' shall be for per lot of samples.

36.3 A level tests for works costing 100 Lakhs : The contractor may set up site laboratory at his option for works costing 100 lakhs and above. The other stipulations will be same as specified in proceeding para. However, in case the contractor has not set up the site laboratory and tests are carried out in zonal or any other laboratory approved/set up by GE, a the recovery shall be made at rates given in Appendix 'A' for tests carried out in zonal lab or otherwise as per actual rates in case the tests are carried out in other labs. Testing charges will be deducted from the RARs irrespective of the test result for such tests.

36.4 B&C level tests: For tests of 'B' and 'C' level as indicated in Appendix 'A' charges for the same shall be borne by the contractor at the rates indicated in Appendix 'A', only if the test results disclose that materials are not conformity with provisions of the contract. However, if the tests results disclose that materials are in-conformity with the provisions of the contract, no recovery shall be effected from the contractor.

36.5 The recoveries on account of testing charges wherever applicable shall be effected from the running account payments due to the contractor payable after completion of the respective test or whenever the test is due whichever is earlier.

37. FEES CHARGEABLE BY POLICE AUTHORITIES FOR VERIFICATION OF ANTECEDENTS

37.1 Verification of antecedents of Proprietor/Partners/Directors of the firm in connection with issue of tender and of Enlistment shall be Govt. responsibility and accordingly payment to police authorities towards verification of antecedents shall be borne by Govt.

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37.2 Verification of antecedents of Contractor's representatives/labour deployed at site in connection with execution of work under the contract, as per security requirement of User Unit/Installation shall be the responsibility of the contractor and all expenses in connection with verification of antecedents by Police Authority/Security Agency shall be borne by the contractor.

38. **VALIDITY OF TENDER**

38.1 The tender shall remain open for acceptance for a period of **60 (Sixty days)** from bid submission end date as mention in web site. For the purpose of calculating this period, the day on which the tenders are due to be submitted shall be excluded.

39. **CPM NET WORK DIAGRAM**

39.1 The time and progress chart to be prepared as per condition 11 of General Conditions of Contracts(IAFW-2249) shall consist of detailed network analysis and a time schedule. The critical path network shall be drawn jointly by the GE and the contractor soon after acceptance of tender. The time scheduling of the activities shall 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 shall be prepared and submitted by the contractor to the GE who shall approve it after due scrutiny. The schedule shall be submitted in four copies within two weeks from the date of handing over the site. In case the contractor fails, to submit the CPM network diagram, the network prepared by the GE shall be binding on him.

39.2 During the currency of the work, the contractor is expected to adhere to the time schedule and this adherence shall be a part of his/their 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 GE. These reviews may be undertaken at the discretion of the GE, either as a periodic appraisal measure or when the quantum of work ordered on the contractor is substantially changed through deviation orders or otherwise. Any revision of the time schedule as a result of the review, shall be submitted within a week by the contractor to the GE for his approval after due scrutiny.

39.3 The contractor shall adhere to the revised time schedule thereafter. In case of contractor disagreeing with revised schedule, the same shall be referred to the For 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.

39.4 Contractor is expected to mobilize and employ sufficient resources to achieve the detailed schedule within the broad frame work of the accepted methods of working and safety.

39.5 No additional payment will be made to 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.

40. **RELEASE OF ADDITIONAL SECURITY DEPOSIT.**

40.1 Refer Conditions 22 and 68 of IAFW-2249.17.2 The contractor, in case he has to deposit additional security for the contract, is advised to deposit the additional security in two equal parts so as to facilitate its release in accordance with condition 68 of IAFW-2249.

41. **SITE FOR EXECUTION WORK**

41.1 Site for execution of work shall be available as soon as the work is commenced on the date as mentioned in the Work Order No 1. However, in case due to unavoidable circumstances it is not possible to make the entire sites available on the date of the commencement, the contractor shall have to arrange his programme accordingly. No claim whatsoever for not getting the entire site on the date of commencement of work & for giving the site gradually shall be tenable.

42. **RECOVERY CHARGES FOR TESTING OF MATERIALS**

42.1 Where testing of contractor's materials is carried out in zonal/National test house/SEMT wing/Engineering college by the department, the contractor shall be liable to pay the testing charges as stated in Appendix 'A' to particular specifications and shall be recovered from the contractor's running payment/final bill as the case may be.

43. **SAFETY PRECAUTION**

43.1 The contractor shall take every/precaution to control traffic on road keeping danger boards, necessary lighting arrangements, fencing and watchman to avoid any damage. In case due to excavation or others the road is to be blocked the contractor shall, without any extra cost to the Govt. provide separate bypass so that normal traffic is not disturb.

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...

43.2 Any damages to the existing road/building etc, shall be made good by the contractor with the same specifications as per existing work, without any extra cost to the Govt. In the event of contractor not fully complying with the above provisions to the satisfaction of the GE, the GE may provide the same for which the expenses incurred shall be recovered from the contractor.

44. REIMBURSEMENT/REFUND ON VARIATION IN PRICES

44.1 Ref condition of 63 of IAFW-2249

45. RETENTION MONEY/COMPENSATION FOR DELAY

45.1 Refer condition 64 of IAFW-2249 (Advances on account) and Condition 50 of IAFW-2249(Compensation for Delay).

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

46. OFFICIAL SECRET ACT

46.1 Refer Condition 24 of General Condition of Contract IAFW-2249. The contractor's attention is invited to Indian Official Secret Act 1923 (xxx of 1923) particularly Sec 5 thereof. The contractor shall be bound by the provision of this Act.

47. DAMAGE TO EXISTING STRUCTURE/BUILDING

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

48. ROCK MET IN EXCAVATIONS

48.1 If during excavation, rock is met with GE shall be informed of this in writing by the contractor. The nature/type of rock met with shall be decided by the GE, whose decision is final and binding. If the nature of rock met with is 'Hard Rock' the same shall be priced and paid as excavation in hard rock at the rates as applicable to this contract. Hard rock obtained from excavation shall be properly stacked, measured and recorded in measurement book and will be the property of the Contractor. Credit at the rate of Rs 500.00 per cubic metre of hard rock obtained shall be recovered from the contractor. The measurement shall be signed by Engineer-in-charge and contractor. Hard rock obtained thus can be reused in the execution under this contract subject to fulfillment of requisite specification specified here-in-after and after written approval of Garrison Engineer.

49. FEMALE LABOUR

49.1 If the contractor desires to employ female labour on works to be carried out inside the area of a Factory, Depot, Park etc and a female searcher is not borne on the authorised strength of the Factory, Depot, Park etc, at the time of submission of the tender, he shall be deemed to have allowed in his tender for pay and allowances etc. for a Female Searcher (Class (IV) servant/GP 'D' servant) calculated for the period, female labour is employed by him inside that area. If more than one contractor has/have to employ female searcher in addition to the authorised strength of the Factory, depot, park etc the salary and allowances paid to additional female searcher(s) shall be distributed on an equitable basis between the contractors employing female labour taking into consideration the value and period of completion of their contracts. The GE's decision in regard to the amount recoverable on this account from any contractor shall be final and binding.

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

(a) The rates quoted by the contractor shall be deemed to be inclusive of all taxes/cesses viz GST, Central & State Govt GST on works contracts, duties, Royalties, Octroi & other levies payable under the respective statutes. No other levies, and/or imposition/abolition of any new/existing taxes/cesses, duties, Royalties, Octroi & other levies shall be made except as provided in para (b) here-in-below.

(b) (i) The taxes/cesses which are levied by Govt at certain percentages rates of contract sum/Amount shall be termed as "taxes directly related to contract value" such as GST, Central & State Govt GST on works contracts, Labour welfare cess/tax and like as applicable but excluding Income Tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the contractor and any decrease in percentage rate of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be refunded by the contractor to the Govt/deducted by Govt from any payment due to the contractor. Similarly imposition of any new "taxes directly related to contract value" after the last due date for receipt of tenders shall be reimbursed to the contractor and abolition of any "taxes directly related to contract value" prevailing on last due date for receipt of tenders shall be refunded by the contractor to the Govt/deducted by the Govt from the payments due to the contractor.

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...

(ii) The contractor shall, within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any further "taxes directly related to contract values", give written notice thereof to the GE stating that the same is given pursuant to this Special Condition, together with all information relating thereto which he may be in a position to supply. The 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 authorised representative of Govt, and shall further, at the request of the GE furnish, verified in such a manner as the GE may require, any documents so kept and such other 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 pay additional "taxes directly related to contract value" to the Govt, without getting the same adjusted against any other tax liability or without getting the same refunded from the concerned Govt Authority and submits documentary proof for the same as the GE may require

51. OUTPUT OF ROAD ROLLER

51.1 Refer condition 15 of IAFW - 2249.

51.2 Where road roller(s) is/are hired by the Department to contractors, a log book for each road roller shall be maintained by the Department for recording hours of working of the road roller. In case, however, when the contractor shall arrange road rollers from sources other than the Department. A log book for each road roller shall be maintained by him for recording hours of working of the road roller. Entries in the log book shall be signed by the Contractor or his authorised representative and by the Engineer-in-Charge.

51.3 To ensure proper consolidation, roller must work for at least the number of days assessed, on the basis of output given hereinafter. If the roller has not worked for the number of days so assessed, recovery shall be effected from the contractor for the number of days falling short of the days assessed on the basis of output stipulated. The recovery shall be effected as under :-

(a) Where road roller is hired out only by the department to the contractor : at rates given in Schedule 'C'.

(b) Where road roller is hired by the contractor only from sources other than the department ; @Rs.1400/- per working day of 8 hours for 8 to 10 tonne roller.

(c) Where road roller is hired by the contractor from the department and also from sources other than the department ; at higher of the two rates given in Schedule 'C' of the contract and para- (b) above.

51.4 The above provision shall not, however, absolve the contractor of his responsibility of properly consolidating surfaces as required under the provisions of the contract.

51.5 Output of Road Roller per day of Eight hours work of power roller (8 ton to 12 tonne).

(i)	Consolidation of formation surfaces / sub grade	:	1850 SqMetres.
(ii)	Consolidation of stone soling 22 to 23 cm thick with 8 to 10 tonne roller.	:	518 SqMetres.
(iii)	-do- but 15 cm thick.	:	800 SqMetres.
(iv)	Consolidation of water bound macadam (stone metal) : /WBM 7.5 cm consolidated spread thickness including spreading and consolidation with binding material.	:	372 SqMetres
(v)	-do- but 10 cm consolidated thickness	:	279 SqMetres.
(vi)	-do- but 11 cm consolidated thickness	:	248 SqMetres.
(vii)	Consolidation of single coat surface dressing	:	774 SqMetres.
(viii)	Consolidation of two coats surface dressing.	:	558 SqMetres.
(ix)	Consolidation of 4 cm thick premixed carpet including : seal coat.	:	312 SqMetres.
(x)	Consolidation of 3 cm thick premixed carpet	:	446 SqMetres including seal coat

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SPECIAL CONDITION AND REQUIREMENTS (CONTD...

(xi) Consolidation of 2.5 cm thick premixed carpet including Seal coat. : 595 SqMetres.

(xii) Consolidation of 2 cm thick premixed carpet including Seal coat. : 744 SqMetres

(xiii) Consolidation of bituminous mixture, 2 parts of broken stone metal and one part of sand bitumen Consolidated thickness 4 cms. : 372 SqMetres

(xiv) Consolidation of 15 cm thick earth berms. : 1800 SqMetres

(xv) Consolidation of 150 mm thick broken stone base. : 500 SqMetres.

(xvi) Premix macadam 5 cm thick : 500 SqMetres.

(xvii) Wherever output of road roller (Ex: Tandem vibratory roller) is not specified, the same shall be decided by GE by making trial for achieving proper compaction in respective items.

52. DEFECT LIABILITY PERIOD :

52.1 In this connection please refer condition 46 of IAFW-2249 (General Conditions of Contracts).

53. PAYMENT OF WAGES TO WORKMEN :-

53.1 Tenderer shall submit proof of payment of wages to Labours engaged by him as per Govt policy issued time to time to GE as and when asked by GE. No payments to contractors/ firms will be made unless proof of payment of wages to the workmen is submitted by the contractors/ firms. In case payments are made in current coin or currency notes, certificate will be submitted by the contractors/ firms alongwith undertaking by the concerned workmen asking for payment other than by cheque or by crediting in the bank account of the employee/ workman.

54. EPE

54.1 Tenderer shall have Provident Fund Code Number and that he shall ensure compliance of the EPF & MP Act 1952 and also by the sub-contractor, if any engaged by him in this work. The contractor shall provide copy of EPF registration to GE as and when demanded.

55. HANDING OVER OF SITE

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

Signature of contractor
Dated:

ACWE (Contracts)
For Accepting Officer