

MILITARY ENGINEER SERVICES**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT DAMAN****CONTENTS**

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	Total Pages	
Drawings: _____ sheets		

Signature of Contractor
Date:AAD (Contracts)
For Accepting Officer

Telephone: 0832-2970606
E-mail:- cezcgg2-mes@gov.in

HQ Chief Engineer (Coast Guard)
Military Engineer Services
Indian Coast Guard Chicolna
JNC Nagar Road, Bogmalo Post,
Goa- 403 806

84062/ 07 /E8

03 Jun 2026

M/s _____

NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT DAMAN

Dear Sir (s),

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 I & Cover II are specified in NOTICE OF TENDER.
2. Bids will be received online by ACCEPTING OFFICER upto the date and time mentioned in the NOTICE INVITING TENDER (NIT). No tender/bid will be received in physical form and any tender/bid received in such manner will be treated as non bonafide tender/bid.
3. Bid will be opened on due date and time fixed for opening in the presence of 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 and/or depute your technical representative for discussion on tender/drawing and to clarify doubts, if any, before the bid submission starts. You are requested not to write piecemeal points and forward your points duly consolidated in one go.
5. Unenlisted contract
6. bidders 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 along with tender fee on e-procurement portal and submit the physical documents in the office of HQ Chief Engineer (Coast Guard) Goa 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.
7. Enlisted contractors of MES shall submit the scanned copies (pdf file) of enlistment letter, tender fee and such other documents as mentioned in Appx 'A' to NIT on e-procurement portal and submit physical documents in the office of HQ Chief Engineer (Coast Guard) Military Engineer Services, Indian Coast Guard Chicolna, JNC Nagar Road, Bogmalo Post - Goa, 403 806 before date and time fixed for this purpose.
8. The contractor must ensure that the tender/bid on the proper form is uploaded in time as the Accepting Officer will take no cognizance of any quotations/offer received in any other electronic or physical form like email/fax/by hand/through post from tenderer/bidder even if they are received in time.
9. Keeping in view 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 GE concerned and this office.

11. PERFORMANCE SECURITY DEPOSIT

After acceptance of the tender, the contractor will be required to lodge with the Accepting Officer Performance Security Deposit at 5% of contract amount. The amount is required to be lodged within 28 (twenty eight) days of the receipt by the contractor of notification of acceptance of tender/ bid, failing which action as stipulated in condition No 19.3 (IAFW-2249) shall be taken.

12. Any tenderer, 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.

13. Consequent of implementation of GST (wef 01 July 2017 amended subsequently upto date), the contractors quoted rate shall be deemed to include GST as applicable and applicable percentage will be paid to GST authority by the Contractor at his own arrangement. The liability to pay GST lies with the contractor. Contractor is advised to consider this aspect before quoting the tender. Nothing extra whatsoever shall be admissible on this account.

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

15. 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 case 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 CST shall be uploaded along with Finance Bid Opening Summary.

16. 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 of Jurisdiction of courts of IAFW-2249 shall be applicable.

Yours faithfully,

Signature of Contractor
Date:

AAD (Contracts)
For Accepting Officer

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

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

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

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

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 along with Technical Bid & hard copy before the date and time fixed for opening of BOQ) WILL RENDER THE BID DISQUALIFIED FOR OPENING OF COVER II (FINANCE BID).

2 PERFORMANCE SECURITY (Refer Condition 19 of IAFW-2249 General Condition of Contract)

2.1 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.
- (c) Insurance Surety Bond.

2.2 Work Order No 1 shall be placed only after submission of performance security of adequate value by the contractor.

2.3 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.

2.4 Failure of the successful contractor to comply with the requirements of sub-clause 2.1 and 2.2 shall constitute sufficient grounds for cancellation of the award of work and forfeiture for 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.

2.5 All compensation or other sums of money payable by the contractor to the Government under 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 aforesaid, the contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, and sum or sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof.

2.6 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.

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER (CONTD...)

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

3. GENERAL INSTRUCTIONS FOR COMPLIANCE

3.1 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.

3.2 Bids shall be uploaded on 'eprocuremes.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.

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

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

3.5 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.

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

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

3.8 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 and time fixed for the same.

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

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER (CONTD...)

3.10 The contractor shall employ Indian National 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).

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

3.12 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.

3.13 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 eprocuremes.gov.in site only before the bid closing time and date.

4.0 REVOKATION/ REVISION OF OFFER UPWARD/ OFFERING VOLUNTARY REDUCTION, AFTER CLOSING OF BID SUBMISSION DATE & TIME.

There shall be no option to withdraw/revoke bid till opening of Cover-2. In the event of lowest tenderer/bidder revoking his offer or revising his rate upward/ offering voluntary reduction, after opening of cover-2, 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.

5. C P M (Critical Path Method)

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

5.2 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.

5.3 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 of enlistment and future prospect/invitation to tenders for future works.

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

6. 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 financial bid' against such bidder and copy of this CST shall be uploaded along with Financial Bid Opening Summary.

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER (CONTD...)**7. REFUND OF PERFORMANCE SECURITY**

7.1 (Refer Condition 19 of IAFW 2249 General Condition of Contract) – The Performance security Deposit mentioned hereinbefore may be refunded to the contractor after expiration of the defects liability period (ref Sch A notes) by the GE provided always that the contractor shall first have been paid the final bill and rendered a No-Demand Certificate (IAFW-451). Any recovery if outstanding against the contractor shall be affected from the performance security as stipulated in IAFW-2249 (as amended).

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

Signature of Contractor
Dated:

AAD (Contracts)
for Accepting Officer

MILITARY ENGINEER SERVICES
NOTICE INVITING TENDER (NIT)

(IN LIEU OF IAFW-2162 (REVISED 1960))

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, a tenderer / bidder will have no claim on this 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 the aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.
4. Contractors whose names are on the MES approved list and within whose financial category the estimated amount would fall and un-enlisted contractors may submit tender/ bid subject to the other criteria mentioned in Appendix-A. However in case of term contracts, enlisted contractors of class SS to E may submit tender. Not more than one tender shall be submitted/ uploaded by one contractor/ firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/ bid for the same contract as separate competitors. Two firms shall be deemed to have business dealing if any of the partners/proprietor/ director is common among both of them. A breach of this condition will render the tenders/ bids of both the parties liable for rejection.
5. The Office of Chief Engineer (Coast Guard) Goa will be the Accepting Officer here-in-after referred to as such for the purpose of the contract.
6. Not more than one tender/ bid shall be submitted/ uploaded by one bidder firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/ bid for the same tender as separate competitors. A breach of this condition will render the tenders/ bids of both the parties liable for rejection.
7. The Technical Bid and Financial bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder on or before the date & time mentioned in **NIT**. A scanned copy of DD with enlistment details/ documents shall be uploaded as packet 1/ cover-1 ('T' bid) of the tender / bid on e-tendering portal. DD is refundable in case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD including revalidation of DDs and shall not have any claim from Government whatsoever on this account.
8. Tender forms and conditions of contracts and other necessary documents shall be available on **defproc.gov.in** site for download and shall form part of contract agreement incase tender/bid is accepted.
9. In case of MES enlisted contractor who has not executed the Standing Security Bond and un-enlisted contractor, the Cover-1 shall be accompanied by Earnest Money for the amount mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned CE (See appendix 'A') by a scheduled Bank or in received treasury Challan the amount being credited to the revenue deposit of concerned Chief Engineer. The Chief Engineer will return the Earnest money, whatever applicable, to all unsuccessful tenderers/ bidders by endorsing an authority on the deposit at call receipt for its refund, on receipt of intimation from Accepting Officer to do that.

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

10. In case of successful contractor i.e the lowest contractor having submitting EMD, he shall have the option of converting the EMD instrument into part of the Performance Security to be deposited by him within 28 days from the receipt of intimation of acceptance from Accepting Officer.
11. Sample of materials and stores to be supplied by the contractor will also be available for inspection by the bidder at the office of concerned GE/ GE(I)/ AGE(I)/ Project Manager during working hours. The bidder is advised to visit the site of work by making prior appointment with concerned GE/ GE(I)/ AGE(I)/ Project Manager, who is the executing agency of the work (see Appendix-A). The bidder shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.
12. Any bid which proposes any alteration to any of the conditions laid down or proposes any other new condition whatsoever, is liable to be rejected.
13. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specifications of work to be done and of the conditions and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
14. Tenderers/bidders must be in possession of a copy of the MES Standard Schedule of Rates(see Appendix 'Á') including errata and amendments there to.
15. The Accepting Officer does not bind himself to accept the lowest or any tender bid or to give any reason for not doing so.
16. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking/ Small & medium Enterprises (SMEs), giving a price preference over other tender(s)/bids which may be lower, as are admissible under the Government Policy. No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/bid is rejected.
17. This Notice Inviting Tender (NIT) including Appendix 'Á' shall form part of the contract agreement.

Signature of Contractor
Dated:

AAD(Contracts)
for Accepting Officer

APPENDIX 'A' TO NOTICE INVITING E- TENDER (NIT)

1.	Name of Work:	:	ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT DAMAN														
2.	Estimated Cost:	:	₹ 818.90 lakh (Rupees Eight crore Eighteen lakh only) (At Par market)														
3.	Period of completion:	:	24 (Twenty Four) Months														
4.	Cost of tender documents	:	Rs. 3000/- in the form of Demand Draft /Bankers Cheque from any Scheduled Bank in favour of GE Daman payable at Daman. (Note: - In case of retendering, the contractor who had quoted in the previous call is not required to submit the cost of tender).														
5.	Website/Portal Address	:	www.defproc.gov.in														
6.	Type of contract	:	The tender shall be based on drawings and specifications IAFW 1779 A and GCC (IAFW-2249) with schedule 'A' (list of items of work) to be priced by tenderer. The tenderers are required to quote the rates against items of schedule 'A'.														
7.	Timeline Details		Refer critical dates on the website														
(a)	Bid submission start date																
(b)	Last date of bid submission																
(c)	Date of bid opening																
8.	Eligibility Criteria																
(A)	For MES enlisted contractor	:	Contractor shall be enlisted with MES in Class ' S ' and above and category a(i) subject to satisfactory remarks wrt performance in respect of works in hand as reflected in Work Load Return(WLR) or any other report circulated by competent Engineer authority.														
(B)	For other contractors	:	<p>(i) Contractor not enlisted with MES should meet the enlistment criteria of 'S' class &a(i) category contractor with regard to satisfactorily completion of requisite value works with Central/State Government/ Central/ State PSUs/ AWHO/ AFNHB/ CGEWHO/ DG MAP. Annual turnover, bank Solvency, Working capital and other requirements given in Para 1.4 & 1.5 of Section 1 of MES Manual of Contracts 2020.</p> <p>(ii) Not carrying adverse remarks in Work Load Report (WLR) or any other similar report circulated by any competent authority, if already working in MES.</p> <p>(iii) Not suspended/ debarred/ blacklisted (either permanently or temporarily) from participating in any bid or for business dealings by any Central/State Government Department or any Central/State Government PSU or any Autonomous Body under Central/State Government or any Local Body as on the bid submission end date.</p> <p>(iv) Details of works completed and under progress in MES be submitted in the following format :-</p> <table border="1"> <thead> <tr> <th>Srl No</th><th>CA No & Name of Work</th><th>Value of CA</th><th>Date of Commencement</th><th>Date of completion</th><th>Extended Date of Completion</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>(v) Un-enlisted Contractor who have secured two works in MES should get themselves registered in the appropriate designated Class with any Registering Authority, else the firm will not be eligible for participation in the tender unless until the firm is enlisted with the MES.</p>			Srl No	CA No & Name of Work	Value of CA	Date of Commencement	Date of completion	Extended Date of Completion						
Srl No	CA No & Name of Work	Value of CA	Date of Commencement	Date of completion	Extended Date of Completion												
(C)	Technical PQC Criteria	:	NA														
9.	Tender issuing and Accepting Officer	:	Chief Engineer (CG) Goa e-mail id : cezcg2-mes@gov.in														
10.	Executing agency	:	GE Daman														
11.	Earnest Money	:	Rs. 7,34,450/- (Rupees Seven lakh Thirty Four thousand Four hundred Fifty only)														
12.	Integrity Pact	:	The Integrity Pact uploaded along with NIT shall be properly executed and duly signed by the bidder and the scanned copy thereof shall be uploaded as part technical bid (Cover-1) and original IP duly signed on each page shall be forwarded by post along with demand draft. Bid of all the bidders who do not upload signed copy of IP along with technical bid,(Cover-1) shall be rejected.														

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

1. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as eligible un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT is less than 7 (Seven), applications in respect of MES contractors of **one class below** the eligible class shall also be considered subject to fulfilment of other eligibility criteria given in the NIT. Therefore MES contractor's **one class below** may also bid for this tender. Such contractors (contractors of one class below the eligible class) shall not be considered in case their present residual work in hand is more than FIVE TIMES their present tendering limit. However in case such contractors fulfil the criteria of up-gradation to the stipulated eligible class based on past experience of completed works (individual work experience and/or average annual turnover, as applicable) and financial soundness (solvency/financial soundness and working capital), the ceiling of present residual work will not apply and they will be considered for issue of tender. Such bidders shall upload in their Cover-1 bid details related to residual work in hand like details of works in hand showing names of work, name of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such contractors, if claim to fulfil the criteria of upgradation shall also upload the requisite information/documents in support of upgradation. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.

2. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors if any, fulfilling the other eligibility criteria given in NIT, are 7(Seven) or more, applications of only those **one class below** the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed works (individual work experience and/or average annual turnover as applicable) and financial soundness(solvency/financial soundness and working capital) as per details given in Manual on Contracts. Therefore such contractors shall upload the requisite information / documents in the cover-1.

3. Un-enlisted contractor shall be considered provided he meets the criteria. Foreign firms shall not be eligible for this tender. However Indian Firms is having foreign national/Indian nationals staying abroad / Indian national having taken foreign citizenship, as director(s) shall be considered subject to security clearance from the concerned authorities.

4. Contractors enlisted with MES will upload following documents in Cover -1 for checking eligibility:-

- (a) Application for tender on firm's letter head
- (b) Enlistment letter issued by the Registering Authority duly renewed for the cycle period in vogue.
- (c) Scanned copy of DD/ Bankers Cheque towards cost of tender and EMD in case of SSD bond is not signed at the time of registration.
- (d) Scanned copy of EPF & GST Registration Certificate.
- (e) Scanned copy of Integrity Pact (IP) duly signed on each page by the bidder(s) shall be uploaded as a part of Tech bid (Cover-1) and original IP duly signed on each page shall be forwarded by post along with Demand Draft.
- (f) Bidders of one/two class below the eligible class shall upload details of residual work in hand as per Note 1 above.

5. Contractors not enlisted with MES will be required to upload following documents in Cover-1 for checking eligibility :-

- (a) Application for tender on firm's letter head.
- (b) Scanned copy of DD/ Bankers Cheque towards cost of tender and EMD.
- (c) Copy of Police Verification Report / Police Clearance Certificate/ Character Certificate from the Police Authority of the area where registered office of the firm is located/ Notarized copy of valid passport of the Proprietor/ Each Partner/Each Director.
- (d) Details of works being executed in MES, if any.

APPENDIX 'A' TO NOTICE INVITING E- TENDER (NIT)

(e) Scanned copy of Integrity Pact (IP) duly signed on each page by the bidder(s) shall be uploaded as a part of Tech bid (Cover-1) and original IP duly signed on each page shall be forwarded by post along with Demand Draft.

(f) All documents required for enlistment in MES for class mentioned in Para 8(B) above as per Para 1.5 of Section 1 MES Manual on Contracts 2020.

(g) Any other document required as described in this Appendix.

6. Tenders not accompanied by scanned copies of requisite DD/Bankers cheque towards cost of tender and earnest money in Cover -1 shall not be considered for validation of "T" bid and their finance bids will not be opened.

7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the Office of the Chief Engineer Pune Zone within 05(five) days of bid submission end date failing which following action shall be taken:-

(a) In case of tenders from an enlisted contractor of MES, where scanned copies of requisite DD/ Bankers Cheque towards cost of tender have been uploaded in Cover 1 but physical copies are not received within the stipulated period, their financial bids (Cover 2) will be opened. However non-submission of physical copies of cost of tender shall be considered as wilful negligence of the tenderer with ulterior motives and such tenderer shall be banned from bidding for a period of six months commencing from the date of opening of Financial Bid (Cover 2).

(b) In case of tenders from un-enlisted contractor, where scanned copies of requisite DD/Bankers Cheque towards cost of tender have been uploaded in Cover 1 but physical copies are not received within the stipulated period, their financial bids (Cover 2), will not be opened. Name of such contractor's along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of Financial bid (Cover 2).

8. Contractor will not be allowed to execute the work by subletting or through power of attorney to a third party /another firm on his behalf. However a contractor can execute the work through power of attorney to sons/ daughters/ spouse of Proprietor/ Partner/ Director and firm's own employees, director, project manager provided they are not having a separate enlisted firm in MES in their name as Proprietor/Partner/Director.

9. After opening of Cover-1 & during its technical evaluation, in case any deficiency is noticed in the documents required to be uploaded by the tenderer as per NIT, a communication in the form of "Short Fall Documents" on www.defproc.gov.in website shall be sent to the contractor to rectify the deficiency within a period as specified there in, failing which financial bid (Cover-2) shall not be opened & contractor shall not have any claim on the same.

10. Invitation for e-tender does not constitute any guarantee for validation of Technical bid and subsequent opening of financial bid of any applicant/bidder merely by virtue of enclosing DD. Accepting officer reserves the right to reject the Technical bid and not open the finance bid of any applicant/ bidder. Technical bid validation shall be decided by Accepting officer based on eligibility of the firm as per criteria given in this Appendix. Tenderer/bidder will be informed regarding non validation of Technical bid assigning reasons therefore through Tender evaluation report which shall be uploaded on the website. Such tenderer, if desires, may appeal to the next higher Engineering authority (NHEA) viz **HQ Additional Director General (Projects), Military Engineer Services C/o Chief Engineer Chennai Zone Island Ground, Pallavan Salai Chennai- 600009** on email id adgpchn-mes@nic.in with copy to the Accepting officer on email before scheduled date of opening of Cover-2. Next higher Engineer authority (NHEA) shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the NHEA shall be final and binding. The tenderer/ bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

APPENDIX 'A' TO NOTICE INVITING E- TENDER (NIT)

11. In case an un-enlisted contractor is already executing works in MES, he shall not be considered eligible for the subject tender if the total value of such works is more than twice the tendering limit of MES class of contractor for which it is eligible. For this purpose, details of the works being executed by such a contractor shall be uploaded in Cover-1 of the bid and shall be checked/ verified by the Accepting Officer.

12. In case of the BOQ is revised though the corrigendum and the bidder has failed to quote on revised BOQ (i.e he has quoted pre revised BOQ), such bid shall be treated as wilful negligence by the bidder and his quotation shall be considered non bonafide. In such cases the lowest tender shall be determined from amongst the valid/ bonafide bids only. Accepting Officer may decide whether to re-tender or consider the lowest bonafide tender for acceptance.

13. Revoking the offer or revising the rates upwards or offering voluntary reduction by the lowest tenderer after opening of Cover-2 shall be considered as wilful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of an un-enlisted tenderer, Earnest Money deposited by him shall be forfeited. In case of MES enlisted tenderer having deposited the Standing Security Bond, an amount equal to the earnest money stipulated in the NIT, shall be notified to the tenderer for depositing through MRO and consideration of such tenderer in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary/administration action shall be taken against such tenderers. In such situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting tenderer and his related firm if any shall not be eligible for this tender in second call or subsequent calls.

13(a). Irrespective of whatever is mentioned in condition 19.3 of IAFW 2249 with regard to suspension of tenders on account of non-submission of Performance Security, issue of tenders to such tenderers shall remain suspended for a period of six months from the date of cancellation of contract under condition 19.3 of IAFW 2249 in case of un-enlisted Contractors. In case of MES enlisted contractor, issue of tenders shall remain suspended till deposit of EMD or six months from date of cancellation whichever is later.

14. Tender to related firms shall not be issued simultaneously. Firms shall be termed as related if Proprietor/one or more partners/Directors are common. Decision of Accepting Officer on issue/deny the tender to any one of the related firms shall be final/binding.

15. 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 jurisdictions of courts of IAFW 2249 shall be applicable.

16. Integrity pact agreement as attached at Sl. Page Nos. 14 to 20 shall also form and part of Notice inviting tender (NIT).

Signature of Contractor
Date :

AAD (Contracts)
For Accepting Officer

84062/ 07 /E8

03 Jun 2026

HQ Chief Engineer (Coast Guard)
Military Engineer Services
Indian Coast Guard Chicolna
JNC Nagar Road, Bogmalo Post,
Goa- 403 806

INTEGRITY PACT

1.0 GENERAL

Whereas the President of India represented by Chief Engineer (Coast Guard), Goa hereinafter referred to as Principal/ Owner, and the first part, has floated the tender (NIT No: 84062/ 07 /E8 dated 03 Jun 2026) and intends to award, under laid down organizational procedure, contract for "**ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT DAMAN**" hereinafter referred to as the works/ Services and M/s..... Represented by (which term unless expressly indicated by contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/ Contractor and the second part is willing to carry out the works/ services.

1.1 Whereas the bidder is a Proprietorship Concern/ Partnership firm/ Limited Liability firm/ Private Limited Company/ Limited Company/ Joint venture constituted in accordance with the relevant law in the matter and the Principal/ Owner is Chief Engineer (CG) Goa performing its function on behalf of President of India.

1.2 Objectives:

1.2.1 Now, therefore, the Principal/ owner and the bidder agree to enter into this pre-contract agreement, referred to as **INTEGRITY PACT (IP)** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the conclusion of the contract to be entered into with a view to :-

1.2.2 Enabling the principal/ Owner to get desired works/ services at a competitive price in conformity with the defend specifications of the services by avoiding high cost and the distortionary impact of corruption on public procurement.

1.2.3 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal/ Owner will commit to prevent corruption, in any form, by their officials by following transparent procedures.

2.0 Commitments of principal/ Owner

2.1 The principal/ Owner commits itself to the following :-

2.2 The Principal/ Owner undertakes that, no official of Principal/ Owner, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract, in exchange for an advantage, in the bidding process, bid evaluation, contracting or implementation process related to contract.

2.3 The Principal/ Owner will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

2.4 All the officials of the Principal/ Owner will report to the appropriate Government office any attempted or completed breach(s) of above commitments as well as any substantial suspicion of such a breach.

3 In case of any such preceding misconduct on part of such official(s) is reported by the bidder to the Principal/ Owner willful and verifiable facts and the same is prime facie found to be correct by the Principal/ Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/ Owner and such a person shall be debarred from further dealing related to the tender/ Contract process. In such a case while an enquiry is being conducted by the Principal/ Owner the tender process/ proceedings under the contract would not be stalled.

INTEGRITY PACT (Contd...)**4.0 Commitments of Bidders**

- 4.1 The Bidder(s) commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following.
- 4.2 The Bidder will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favour of any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of Principal/ Owner, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.3 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour of any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of Principal/ Owner or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other Contract with the Government.
- 4.4 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- 4.5 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.6 The Bidder would not enter into conditional contract with any Agent(s), broker(s) or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of contract.
- 4.7 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per **Guidelines for handling of Complaints** in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.

5.0 Previous Transgression

- 5.1 The Bidder declares that no previous transgression occurred in last three years immediately before signing of this Integrity Pact with any other company in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government department in India.
- 5.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from tender process or the contract and if already awarded, same can be terminated for such reason.

6.0 Company Code Of Conduct

- 6.1 Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and a compliance program for the implementation of code of conduct throughout the country.

7.0 Sanction for Violation

- 7.1 Any breach of the aforesaid provisions by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of corruption Act 1988 or any other act enacted for the prevention of Corruption shall entitle the Principal/ Owner to take all or any one of the following actions wherever required :-

INTEGRITY PACT (Contd...)

- (i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However the proceedings with the bidder(s) would continue.
- (ii) Financial bid of the bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the bidder(s) would continue.
- (iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as directed by the Principal/ Owner, in case contract is not awarded to the Bidder and the Principal/ Owner shall not be required to assign any reason there for. For enlisted contractors an amount less than equal to Earnest Money Deposit as decided by the Principal/ Owner shall be deducted from any amount held with the Department/ any payment due.
- (iv) To immediately cancel the contract, if already concluded/ awarded without any compensation to the Bidder.
- (v) To encash the Performance Security furnished by the Bidder.
- (vi) To cancel all or any other contract(s) with the Bidder.
- (vii) To temporarily suspend or temporarily debar/ permanently debar the bidder as per extent policy.
- (viii) If adequate amount is not available in the present tender/ contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal/ Owner in connection with any other contract for other works/ Services.
- (ix) If the bidder or any employee of the bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officer of Principal/ Owner, or alternatively if any close relative of an officer of the Principal/ Owner has financial interest/ Stake in the Bidders firm, the same shall be disclosed by the bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal/ Owner to debar the bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'Close Relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of competent Court, son but does not include a child or step child who is no longer in any way dependent upon the Government Servant or daughter or step son or step daughter and wholly dependent upon Government servant or whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government Servant.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of Principal/ Owner and he does so, the principal/ Owner shall be entitled forthwith to cancel the contract and all other contracts with the bidder.

7.2 The decision of the Principal/ Owner to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the bidder can approach the Independent External Monitor(s) (IEMs) appointed for the purpose of this Pact.

8.0 Independent External Monitors(IEMs)

8.1 Mod has appointed the following Independent External Monitors for this Pact in consultation with Central Vigilance Commission

a)	Shri Narayan Murthy Ganapathy IFoS (Retd)	Gana_narayana@yahoo.com
b)	Shri Lalatendu Mohanti IPS (Retd)	L.mohanti@gmail.com

(INTEGRITY PACT(Contd...))

8.2 Details of Nodal Officer nominated by E-in-C's Branch are as follows :-

Name : Shri P K S Sengar, Director (Contracts)
e-mail ID : dircont1einc-mes@nic.in
Mobile No : 9868145002

8.3 In case of any complaint with regard to violation of Integrity Pact, either party can approach IEMs with copy to Nodal Officer and the other party. If any such complaint from bidder is received by Principal/ Owner, the Principal/ Owner shall refer the complaint to the Independent External Monitors for their recommendations/ inquiry report.

8.4 If the IEMs need to peruse the relevant records of the Principal/ Owner and/ or of the Bidder/ Contractor in connection with the complaint sent to them, the Principal/ Owner and/ or the Bidder/ Contractor shall make arrangement for such perusal of records by the IEMs as demanded by them including unrestricted and unconditional access to the project documentation and minutes of meeting. If records/ documents of sub-contractor(s) are also required to be perused by the IEMs, the bidder shall make arrangement for such perusal of records by the IEMs as demanded by them, IEMs are under obligation to treat the information and documents of the Principal/ Owner and Bidder/ Contractors with confidentiality.

8.5 The task of the IEMs, is to review independently and objectively, any complaint received with regard to violation Integrity Pact and offer recommendations or carry out inquiry as deemed fit. The IEMs are not subject to any instructions by the representatives of the parties and shall perform their functions neutrally and independently. The report of inquiry, if any, made by the IEMs shall be submitted to either of the following for a final and appropriate decision in the matter keeping in view the provision of this pact :-

- (a) Engineer-in-Chief in normal cases
- (b) CVO (MES & BRO)/ MoD in cases involving vigilance angle.

9 Examination of Books of Accounts:

In case of any allegations of violation of any provisions of this Integrity Pact or payment of commission, the Principal/ Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/ Owner.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 Signing of Integrity Pact on behalf of Bidder

- (a) Proprietorship Concern: The Integrity Pact must be signed by the proprietor or by an authorized signatory holding power of attorney signed by the proprietor.
- (b) Partnership Firm: The Integrity Pact must be signed by all Partners or by one or more partner holding power of attorney signed by all partners.
- (c) Limited Liability firm: The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (d) Private Limited/ Limited company: The Integrity Pact must be signed by a representative duly authorised by Board resolution.

(INTEGRITY PACT(Contd...))

- (e) Joint Venture: The Integrity Pact must be signed by all partners and members to Joint venture or by one or more partner holding power of attorney signed by all partners and member to the joint venture.

13.0 Validity

13.1 The validity of this Integrity Pact shall be from date of its signing. It expires for the contractor after final payment under the contract has been made or till the continuation of defect liability period, whichever is later and for all other bidders, till the Contract has been awarded.

13.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**AAD(Contracts)
for Accepting Officer**

INTEGRITY PACT

To

.....
.....
.....

**Sub: Tender ID No. _____ FOR THE WORK "ADDITION/ ALTERATION AND
SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT DAMAN"**

Dear Sir (s),

It is hereby declared that MES is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Pact, which is an integral part of tender/bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Pact and signing of the same shall be deemed as acceptance and signing of the Integrity Pact on behalf of the MES.

Yours faithfully

AAD(Contracts)
for Chief Engineer

INTEGRITY PACT

To
HQ Chief Engineer (Coast Guard)
Military Engineer Services
Indian Coast Guard Chicolna
JNC Nagar Road, Bogmalo Post,
Goa– 403 806

**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED
BUILDINGS AT DAMAN**

Dear Sir,

I/We acknowledge that MES is committed to follow the principles thereof as enumerated in the Integrity Pact enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Pact, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Pact in letter and spirit and further agree that execution of the said Integrity Pact shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MES. I/We acknowledge and accept the validity of the Integrity Pact, which shall be in line with Para 1 of the enclosed Integrity Pact.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Pact, while submitting the tender/bid, MES shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

In lieu of IAFW-1779A (Revised 1947)
[To be used in conjunction with General Conditions
of Contracts IAFW-2249) (1989Print)]

MILITARY ENGINEER SERVICES

Tel: 0832- 2970606

Head Quarters,
Chief Engineer (Coast Guard)
Chicolna, JNC Nagar Road
Bogmalo Post,
Goa – 403 806

84062/ 07 /E8

03 Jun 2026

**ITEM RATE TENDER AND CONTRACT FOR WORKS REQUIRED IN THE EXECUTION OF:
ADDITION/ ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT
DAMAN**

M/s _____ is hereby authorised to tender for the above work. The technical and price bid (Cover 1 & 2) to be uploaded in the web site **www.defproc.gov.in** on **date and time as per critical dates given in the tender documents** and Bids (Cover 1 & 2) will be opened on **date and time as per critical dates given in the tender documents**.

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

“THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY TENDERS.”

Signature of Officer issuing documents
Appointment: AAD (Contracts)

Date: Jun 2026

SCHEDULE 'A' NOTES**NAME OF WORK : ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT DAMAN****Notes:**

1. The work included under the scope lies at **Coast Guard Air Station at Daman**. If the tenderers desired to visit to sites and to know the approximate quantities of each item required for each area, they may approach **GE Daman**.
2. **PERIOD OF COMPLETION:** The entire works under this contract shall be within **24 (Twenty Four) Months** from the date of handing over of site as per work order No 01 placed by GE.
3. Site for execution of work will be available as soon as the work is awarded. In case, it is not possible for Department to make the entire site available on the award of work, the contractor will have to arrange his working program accordingly. No claim whatsoever for not giving the entire site on award of work and for giving the site gradually will be tenable.
4. For Schedule of items refer BOQ sheet in excel format.
5. The Bidder shall enter the unit rate in column 6 of BOQ in MES Portal www.defproc.gov.in . The unit rates in figure shall only be entered by bidder and rate in words will be generated by the system.
6. Unless otherwise specifically stated in the description of the items, the unit rates quoted in Column 6 shall be deemed to include for all labour and materials complete required for executing the respective items of works.
7. Unit rate quoted by the tenderers in BOQ will be deemed to allow for all minor extra and constructional details which are not specifically given in BOQ or in particular specifications but are essential to the execution of work in a workman like manner and keeping with standard Engineering practice. In case of difference of opinion as to whether or not a certain items of work constitute "Minor extras and constructional details" included in the contractor's price between the contractor and the GE, decision of the Accepting Officer shall be final, conclusive and binding on all.
8. Tenderers shall be deemed to have inspected the site and ascertained for themselves the works to be carried out for the full and entire completion of the work all as specified.
9. The description of Schedule 'A' items in BOQ sheet (Excel format) shall be read in conjunction with particular specifications, special condition and SSR provision etc.
10. The contractor shall make all precautionary arrangements not to damage the existing assets to the extent possible. It is becomes inevitable to execute the subject contract including cutting etc, the disturbed/ damaged surfaces/assets shall be made good to the original specifications without any extra cost to the govt.
11. All the items unless otherwise described as "supply only", "Fixing only" shall be deemed to be inclusive of "Materials and labour", Supply and fixing, testing commissioning, installation complete.
12. All royalty and cess charges for Bricks, stone aggregate, sand, other boulders including all earthwork done at site of work and other allied items for which royalty and cess charges are levied by State Government as per statutory rules/law shall be deemed to be included in unit rates quoted by contractor for the items of BOQ (Sheet in excel) and no claim whatsoever on this account is admissible. The contractor shall be solely responsible to pay necessary royalty and cess charges and the same shall be recovered from any payment due to the contractor

Contd/--

SCHEDULE 'A' NOTES (CONTD/--)

and remitted to the State revenue authorities in case of default/ dispute of any or on receipt of demand notice from them.

13. Since the work lies in restricted area, carrying camera enabled mobile phone by contractors or their agents are strictly prohibited. Also all vehicles brought by contractors in connection with execution of work shall possess valid papers and license and shall produce for security check. The contractor, his agents, work people etc shall adhere to the security instructions as laid down in the contract conditions strictly. No claim whatsoever for observance of restrictions imposed at site shall be admissible at any stage of work.
14. Contractors quoted rate shall be deemed to include for cost of testing of materials as per relevant IS codes
15. The rate quoted by the tenderer shall be inclusive of all types of taxes / cesses viz GST and any other tax imposed / modified by the central / state govt during the currency of the contract. Nothing extra shall be admissible on this account. Tenderers are advised to independently ascertain the rate / percentage of goods & service tax, surcharge etc., and shall quote their rates accordingly. No claim on account of any kind on misunderstanding on this issue shall be entertained at a later date.
16. Particular attention of the participants is invited to amendment No 21 applicable to condition 6 A (A) of IAFW 2249. In case the contractor does not quote the rates against any of the item (s), the quoted rates for such item (s) shall be deemed to read as Rs NIL and prices/cost for provision of such items shall be deemed to be covered against other item (s) of BoQ.
17. In case the BoQ is revised by the Dept and the bidder has failed to quote his rates in revised BoQ (i.e. the contractor has quoted in pre-revised BoQ), it shall be treated as willful negligence on the part of contractor and such Bid/Quotation shall be considered Non-Bonafide. Also necessary action against such contractor(s) shall be taken by the Accepting Officer. Further it is clarified that in such cases, lowest tender shall be determined by the lowest amount amongst the valid/bonafide bids only.
18. **DEFECT LIABILITY PERIOD:** In term of Condition 46 of IAFW 2249 General Condition of Contract (as amended vide amendment No 49) of the defect liability period for the subject work shall be 24 (Twenty four) calendar Months after the works have been handed over to Government.
19. The work of Hangar door including automation shall be executed through authorised hanger door manufacturer or PEB manufacturer having experience in design and execution of automation of hangar doors of maximum size as given in BoQ and approved by Accepting Officer.
20. **Design, Supply, Install and Testing of automatic door operation electromechanical system of Hangar Doors**
- 20.1 The quoted amount against BoQ item No 116.00 mentioned in BOQ (for design, supply, install and testing of automatic door operation electromechanical system of Hangar Doors) includes designing of automation of hangar doors including supply, assembly, and transportation to site, erection / installation, testing & commissioning, submission of design calculation details and shop drawing as applicable including specification of materials proposed by the contractor, submission of Hangar door stability certificate, proposed materials. Designing of automation system of hangar door shall be got done from approved firm having experience of similar works same shall be got vetted from any IIT/ NIT. Despite of vetting of design analysis by the IIT/ NIT, contractor shall be fully responsible for the structural soundness and stability of the hangar door. The contractor shall submit the vetted design of automation system of hangar door from IIT/ NIT for approval of Accepting Officer within 60 days of placing of Work order.

Contd/--

SCHEDULE 'A' NOTES (CONTD/--)

- 20.2 The quantities of item under BoQ SI item No 12, 13, 14, 25, 26, 113 and 114 are provisional and shall be assessed by BOO ordered by Accepting officer, including an Officer of E2 Plg section, during execution of work. The weight of steel items taken down shall also be assessed by BOO ordered by Accepting officer after demolition and accordingly credit amount shall be deducted.

Signature of Contractor
Dated:

AAD (Contracts)
For Accepting Officer

SCHEDULE OF CREDIT**Notes:**

- 1 The materials enumerated below shall become the property of the contractor. These materials shall be allowed to be removed from the site only after the credit amount is recovered from immediate interim/final bill (which ever submitted earlier)
- 2 The rate fixed by department is firm. The contractor shall have no claim whatsoever against the department if actual rate turns out to be different from the rates inserted by the department.
- 3 The amount of credit in respect of items shown shall be provisional and actual quantities shall be measured in MB against each item and the same shall be considered for arriving total amount of credit.

Sl No	Description of items	Unit	Qty	Rate	Amount
1	Old scrap (incl wheels, MS channels and ball bearing etc)	kg	1600.00	20.00	32000.00
2	Old u/s roofing sheet any type	Sqm	7853.00	50.00	392650.00
3	Old u/s window/ door shutter, area not exc 1.50 Sqm without taking off shutter from chowkhat/ frame with fittings of any type	Each	108.00	1200.00	129600.00
4	Old u/s window/ door shutter, area exc 1.50 Sqm and n.exc 4.0 Sqm without taking off shutter from chowkhat/ frame with fittings of any type	Each	59.00	1800.00	106200.00
5	Old u/s aluminium deco grill	kg	750.00	50.00	37500.00
6	Old u/s floor spring, hydraulic door closer	Each	14.00	250.00	3500.00
7	Old u/s PVC water tank 1000 ltr capacity	Each	3.00	400.00	1200.00
8	Old u/s false ceiling/ wall paneling	Sqm	270.00	30.00	8100.00
9	Old bricks	Cum	3.00	500.00	1500.00
10	Old u/s tiles	Sqm	960.00	10.00	9600.00
11	Old u/s GI tubing of any dia with fittings	RM	125.00	20.00	2500.00
12	Old u/s bib taps, pillar taps, stop valves, soap dish etc	Each	68.00	50.00	3400.00
13	Old u/s EWC/ WHB/ Orissa closet/ urinal/ SS sink	Each	26.00	50.00	1300.00
14	Old u/s cistern including all fittings any type	Each	4.00	10.00	40.00
15	Old u/s health faucet, towel ring, towel rail etc of any size	Each	19.00	30.00	570.00
16	Old u/s floor/ nahani trap with grating	Each	18.00	5.00	90.00
17	Old u/s AC/PVC pipe of any dia	RM	80.00	5.00	400.00

SCHEDULE OF CREDIT (Contd...)

SI No	Description of items	Unit	Qty	Rate	Amount
18	Old u/s point wiring including accessories such as switches, socket, regulator, ceiling rose, holder, bell/buzzer, bell push of any type	Point	1307.00	49.00	64043.00
19	Old u/s light fitting of any type	Each	486.00	25.00	12150.00
20	Old u/s aviation light	Each	12.00	50.00	600.00
21	Old u/s cubicle panel	Each	28.00	50.00	1400.00
22	Old u/s DBs/ with MCCB's of any type	Each	195.00	50.00	9750.00
23	Old u/s MCB/ RCBO/ isolator any type	Each	655.00	2.00	1310.00
24	Old u/s fan down rod	Each	63.00	2.00	126.00
25	Old u/s sub main wiring of any type	RM	6423.00	12.00	77076.00
26	Old u/s earthing of any type	Each	24.00	75.00	1800.00
27	Old u/s LT cable	RM	1910.00	10.00	19100.00
28	Old u/s flame proof switch, socket of any type	Each	33.00	50.00	1650.00
29	Old u/s flame proof light fitting of any type	Each	19.00	200.00	3800.00
30	Old u/s HID flash light	Each	8.00	80.00	640.00
31	Old u/s LT panel, any type	Each	10.00	1500.00	15000.00
32	Old u/s earthing strip of any type	RM	250.00	5.00	1250.00
33	Old u/s beam detector	Each	8.00	850.00	6800.00
34	Old u/s 1.5 sqmm 2 core cable	RM	1018.00	12.00	12216.00
35	Old u/s electronic hooter	Each	16.00	50.00	800.00
36	Old u/s manual call point	Each	30.00	50.00	1500.00
37	Old u/s fire alarm panel device	Each	6.00	2000.00	12000.00
38	Old u/s multisensor detector device	Each	160.00	100.00	16000.00
39	Old u/s communication system device	Each	4.00	200.00	800.00
40	Old u/s water foam sprinkle nozzle	Each	500.00	50.00	25000.00
41	Old u/s first aid hose reel/ hose pipe	Each	30.00	450.00	13500.00
42	Old u/s fire hose cabinet box	Each	15.00	150.00	2250.00
43	Old u/s 63mm dia hydrant landing valve	Each	15.00	150.00	2250.00
44	Old u/s solenoid valve	Each	7.00	80.00	560.00
45	Old u/s butterfly valve	Each	11.00	150.00	1650.00
46	Old u/s MS pipe 150/100 mm size	RM	805.00	10.00	8050.00
47	Old u/s MS pipe 50/25 mm size	RM	1358.00	5.00	6790.00

SCHEDULE OF CREDIT (Contd...)

SI No	Description of items	Unit	Qty	Rate	Amount
48	Old u/s Deluge valve	Each	4.00	2500.00	10000.00
49	Old u/s PVC cable	RM	600.00	12.00	7200.00
50	Old u/s pressure switch, flow switch and pressure gauge	Each	7.00	10.00	70.00
51	Old u/s stop valve	Each	15.00	50.00	750.00
	Total C/o to General Summary Rs.				10,68,031.00

Signature of contractor

AAD (Contracts)
For Accepting Officer

**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH
ALLIED BUILDINGS AT DAMAN****GENERAL SUMMARY**

1	Total Amount quoted brought forward from BOQ Ser Page No.____	Rs:	
2.	Deduct Schedule of Credit	Rs.	(-)10,68,031.00
3	NET CONTRACT SUM	Rs:	

(Rupees _____
_____ only)

Signature of Contractor
Dated:

AAD (Contracts)
For Accepting Officer

**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH
ALLIED BUILDINGS AT DAMAN**

SCHEDULE - 'B'

**(ISSUE OF MATERIALS TO CONTRACTOR)
(See condition 10 of IAFW-2249)**

SI No	Particulars	Unit	Rate at which Material shall be issued to the Contractor	Place of issue of material	Remarks
1	2	3	4	5	6
----NIL----					

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)

SI no	Quantity	Particulars	Details of MES crew supplied	Hire charges per unit per working day	Standby charges per unit per off day	Place of issue (by name)	Remarks
1	2	3	4	5	6	7	8
----NIL----							

SCHEDULE - 'D'

**(TRANSPORT TO BE HIRED TO THE CONTRACTOR)
(See conditions 16 and 35 of IAFW 2249)**

SI no	Quantity	Particulars	Rate per unit per working day	Place of issue (by name)	Remarks
1	2	3	4	7	8
----NIL----					

Signature of Contractor
Dated:

AAD(Contracts)
for Accepting Officer

**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH
ALLIED BUILDINGS AT DAMAN**

T E N D E R

To,
The President of India

Having examined and perused the following documents:

- (a) Specifications & Special Conditions signed by the AAD (Contracts) for the Chief Engineer (Coast Guard) Goa -403806
- (b) Drawings detailed in the specifications.
- (c) BOQ and Schedule 'A', 'B', 'C', and 'D' attached hereto.
- (d) MES Standard Schedule of Rates Part-I 2009 Specifications (including amendment Nos. 01 to 03) and MES Standard Schedule of Rates 2020 Part-II Rates (including amendment No. 01 to 122 & section 30) {hereinafter and in IAFW-2249 referred to as the MES Schedule}.
- (e) General Conditions of Contracts IAFW-2249 [1989 Print] together with errata 01 to 20 and amendments 01 to 49 and the Schedule of Minimum Wages.
- (f) Water Condition 31 of IAFW-2249 [General Conditions of Contracts].

WATER WILL NOT BE SUPPLIED BY MES.

- (g) Should this tender be accepted, * I/WE AGREE

*(a) "That the sum of **Rs.7,34,450/-** (Rupees Seven lakh Thirty Four thousand Four hundred Fifty only) forwarded as Earnest Money which shall either be retained as a part of Security Deposit or be refunded by the Government on receipt of an appropriate amount of the Security Deposit, within the time specified as per condition 22 of IAFW-2249.

(b) To execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the Summary and to carry out such deviations as may be ordered vide condition 7 of IAFW-2249 up to a maximum of **(±)10% (Ten Percent)** and further agree to refer all disputes as required by condition 70 to sole Arbitration of Serving Officer having degree in Engineering or equivalent or having passed final/direct final examination of sub division-II of Institution of Surveyors (India) recognized by the Government to be appointed by the Engineer-in-Chief, or in his absence the Officer officiating as the Engineer-in-Chief, or the Director General of Works if specially delegated in writing by the Engineer-in-Chief, Army HQ, New Delhi whose decision shall be final, conclusive and binding.

**Delete whichever not applicable.*

In lieu of IAFW-2159 (Revised 1947)

**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH
ALLIED BUILDINGS AT DAMAN**

SIGNATURE _____ signed by (Name) _____

_____ IN THE CAPACITY OF _____

_____ duly authorized to sign the tender for and on behalf of

M/s _____
(IN CAPITAL LETTERS)

(WITNESS)

NAME & POSTAL ADDRESS
OF SIGNATORY OF DOCUMENT

Name _____

Address _____

ACCEPTANCE_____ Alterations have been made in this document and as evidence that these alterations were
made before the execution of the contract agreement these have been initialed by the contractor and

_____.

The said officer is hereby authorized to sign and initial on my behalf the documents forming part of this
contract. The above tender was accepted by me on behalf of the President of India for the Contract
Sum of Rs _____ Rupees _____

_____ Only)
on the _____ day of _____ 2025.

Signature _____ dated this _____ day of _____ 2025

Appointment

Chief Engineer (CG) Goa
Military Engineering Services
Chicolna, JNC Nagar Road
Bogmalo Post, Goa- 403 806
(For and on behalf of the President of India)

**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH
ALLIED BUILDINGS AT DAMAN**

**GENERAL CONDITIONS OF CONTRACTS (IAFW-2249,1989 PRINT) FOR
LUMPSUM CONTRACTS (IAFW-2159), TERM CONTRACTS FOR ARTIFICERS WORKS (IAFW-
1821) AND MEASUREMENT CONTRACTS (IAFW-1779 & 1779 A)**

1. It is hereby agreed by me/us* that the General Conditions of Contracts, including condition 70 & 71 pertaining to the settlement of disputes by Arbitration (IAFW-2249 -1989 Print with errata 1 to 20 and amendments 1 to 49 shall form an integral part of the tender documents.
2. This tender submitted by * me/us is subject to the aforesaid General Conditions of Contracts in IAFW-2249, an amended copy of which has been supplied to *me/us and is in my/our * possession and which I/We* have read and fully understood before submission of this tender.
3. The existing condition 70 of IAFW – 2249 is hereby substituted with revised condition 70 as per enclosed 'Annexure – I' (Ser Page No 59&60). Condition 70 of IAFW - 2249 wherever referred in these tender documents shall be the revised condition as per Annexure –I'.
4. *My/our signature there under is in token of *our having accepted the aforesaid amended General Conditions of Contracts together with errata and amendments (IAFW 2249-1989 Print) and the clause relating to arbitration forming an integral part of this tender.

* Delete whichever is not applicable.

**Signature of Contractor
Dated:**

**AAD (Contracts)
for Accepting Officer**

Annexure 'I'

The existing description 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 CE 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 here 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.

(a) 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 CE 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'.

(b) Common For All Arbitration

Contd/--

Annexure 'I' (Contd/---)

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, exparte, 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.

(d) 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

Date: _____

AAD (Contracts)

For Accepting Officer

**NAME OF WORK: ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED
BUILDINGS AT DAMAN**

PAYABLE BY CONTRACTORS UNDER FAIR WAGES

(See Condition 58 of IAFW-2249)

It is hereby agreed by me/us that the "Schedule of minimum fair wages".(SMWF) Containing as published vide Government of India Ministry of Labour letter No 1(2)/92-IS-II Dated 10 Mar 1992 revised up-to-date of opening of tender comprising 10 (Ten) pages, SI Page Nos61 to 70 shall form part of these tender documents.

* My/our signature hereunder is deemed to me/us* having signed the foresaid Schedule of minimum fair wages forming part of the tender.

**Signature of Contractor
Dated:**

**AAD (Contracts)
for Accepting Officer**

SPECIAL CONDITIONS**NAME OF WORK: - ADDITION /ALTERATION AND SPECIAL REPAIRS TO HANGARS WITH ALLIED BUILDINGS AT DAMAN****1. GENERAL**

These special conditions shall be read in conjunction with the general conditions of contracts (IAFW-2249) and IAFW-2159 including errata and amendments thereto. Any provisions in these special conditions if at variance with the provision in the above mentioned documents shall be deemed to take precedence there over.

2. INSPECTION OF SITE BY THE TENDERER

- (i) The tenderer is advised to contact the GE/ AGE 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.
- (ii) 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.

3. CO-ORDINATION WITH OTHER AGENCIES :

The contractor shall permit free access and afford normal facilities and usual convenience to other agencies or departmental workmen to carry out connected works or services under separate arrangements. The contractor will not be allowed any extra payment on this account and no compensation shall be admissible to the contractor on this account.

4. CONTRACTORS REPRESENTATIVE, AGENTS, SERVANTS AND WORKMEN:-

- (a) Contractor shall employ only Indian Nationals as his representatives, agents, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the works. If for reasons of technical collaboration or other considerations the employment of foreign national(s) is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the tender. As a proof that the contractor has employed only Indian National, 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, the contractor will have the police verification done of personnel employed by him. If for reasons of technical collaboration or other considerations the employment of foreign national(s) is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the tender.
- (b) The GE shall have full powers and without giving reasons; to order the contractor immediately cease to employ, in connection with this contract, any agent, servant, or employee whose continued employment is, in his opinion, is undesirable. The contractor shall not be allowed any compensation on this account.
- (c) The contractor's attention is also drawn to condition 25 of IAFW-2249 in this connection.

5. SECURITY OF CLASSIFIED DOCUMENTS

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

6. ACCEPTANCE OF TENDER

The tender shall remain open for acceptance for a period of **90 days** from the **next day subsequent to the bid submission end date**.

SPECIAL CONDITIONS (CONTD.....)**7. CRITICAL PATH METHOD CPM NETWORK**

7.1 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 will be drawn jointly by the GE and contractor soon after acceptance of tender. The time scheduling of the activities will be done by the contractor so as to finish the work within the stipulated time. On completion of the time schedule a firm calendar date schedule will be prepared and submitted by the contractor to GE, who will approve it after due scrutiny. The schedule will be submitted in four copies within two weeks from the date of handing over site.

7.2 During currency of the work the contractor is expected to adhere to the time schedule and this adherence will be a part of the contractor's performance under the contract. During the execution of work 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 amendments. Any revision of the schedule as a result of the review will be submitted by the contractor to the GE within a week who will approve it after due scrutiny. The contractor will adhere to the revised schedule thereafter. In case of contractor disagreeing with the revised schedule the same will be referred to the Accepting Officer whose decision will 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.

7.3 The Contractor shall mobilise and employ sufficient resources to achieve the detailed schedule within the broad frame work of the accepted methods of working and safety.

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

7.5 **PRECAUTION AGAINST RISKS:** -The Contractor shall be responsible at his own expense in taking precaution to prevent any damage from what so ever cause arising, other than out of accepted risks and to minimise the amount of any such loss or damage and for adoption of necessary protective measures required for the purpose in compliance with Condition 38 of IAFW-2249 and Rule 5 of the MES SAFETY CODE vide (Annexure 'B') of IAFW-2249 until the works have been handed over duly completed to the Engineer-in-charge.

8. **SCHEDULE OF FINISHES:**-In the event of a discrepancy between schedule of finishes and other drawings forming part of the tender, the provisions in the schedule of finishes shall take precedence over the provisions in the other drawings.

9. MATERIALS AND SAMPLES

9.1 Refer condition 10 of IAFW-2249.

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

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

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

9.4 Materials of local origin shall be as specified and conforming to samples kept in GE's office. The tenderer is advised to inspect sample of materials which are displayed in the office of GE, before submitting his tender. The 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 them or not.

SPECIAL CONDITIONS (CONTD.....)

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

10. **RECORD OF MATERIALS**

- 10.1 (A) Original vouchers/ invoice for the following items (as incorporated / required to be executed) in this work shall invariably be produced by the contractor:-

- (i) Cement
- (ii) Steel
- (iii) LT /HT/ APFC Panel Board, lights, Electric poles
- (iv) HT/LT Cables, High mast pole & light, Light fittings
- (v) APP modified polymeric membrane, primer
- (vi) Proprietary materials like:- Water proofing compound, chemical for Anti termite Treatment, Oil bound distemper, Cement based paint, Synthetic enamel paint, primer
- (vii) Bitumen for water proofing and Bitumen for road work.
- (viii) Flooring tiles, Sanitary fittings, Water supply pipes fittings & fixtures,
- (ix) Major E/M equipments such as Transformer, DG Set, Pumps, Motors, AC Plant& fittings, Lift, Firefighting equipments etc.
- (x) Any other material was asked by Engineer-in-Charge.

(B) In addition to above, original vouchers / invoice for the items for which payment is claimed in RAR as "Material lying at site" shall also be produced. However, for the items of local origin except perishable items payment in RAR may be allowed based on market enquiry / verification.

- 10.2 The vouchers/invoice shall be from the manufacturers and /or from their approved agents for full quantity of the respective materials required for the work under the contract.
- 10.3 The quantity of proprietary materials referred above brought at site shall be stored as directed by the Engineer-in-Charge and those already recorded in measurement book shall be suitably marked for identification.
- 10.4 The contractor shall ensure that the materials are brought to site in original sealed container in packing bearing manufacturers marking.
- 10.5 The vouchers shall be certified by the Engineer-in-Charge as soon as materials are brought to site by the contractor and suitable endorsement made on the face of original paid vouchers indicating the contract No and other particulars of work for which used. Certified true copies of all such vouchers shall be carefully maintained by the Engineer-in-Charge.
- 10.6 Bitumen shall be purchased directly from main manufacturers only. In case of small quantity, the Accepting Officer may allow procurement of Bitumen from authorised dealers of main manufacturers. Purchase vouchers for the same shall be defaced by the Engineer-in-Charge, indicating reference to the Contract number under his dated signature and photocopies thereof shall be kept on record so as to avoid their being used again.
- 10.7 The vouchers will clearly indicate the Contract number and the IS No and specific alternative to which the material conforms in case of various alternatives in IS. In case the contractor procures the Bitumen mix from Hot Mix Plant, the copy of voucher of Bitumen provided by the main manufacturer to the Hot Mix Plant shall be submitted by the contractor.
11. **QUARRIES:-** Reference to condition 14 of IAFW-2249. Quarries are not available on Defence land for use by the contractor.

12.1 **WORK UNDER THIS CONTRACT LIES IN RESTRICTED AREA**

12.1 CONDITIONS OF WORKING IN RESTRICTED AREA.

- 12.2 The restrictions for entry to work site and conditions of working in restricted area shall be as under:-

SPECIAL CONDITIONS (Contd..)

12.3 Entry And Exit:- The contractor /his agents / representatives / workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from only such gate or gates and at such times as the GE or authorities in charge of the restricted area may at their sole discretion permit to be used. Contractor's authorised representative is required to be present at the places of entry and exit for purpose of identifying his carts, trucks, etc to the person in charge of the security of the restricted area.

12.4 Identity of workmen:

(i) Every workman shall be in possession of an identity card. The identity card shall be issued after a thorough investigation of antecedents of the labourers by the contractor and attested by Officer-in-Charge of the unit concerned in accordance with the standing rules and regulations of the unit. Contractor shall be responsible for conduct of his workmen, agents or representatives.

(ii) Identity Card or Passes: The contractor, his agents and representatives are required individually to be in possession of an identity card or pass which will be examined by the security staff at the time of entry into or exit from the restricted area at any time or number of times inside restricted area.

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

12.6 Working Hours: The units controlling restricted area, usually work during six days in a week and remain closed on the 7th day. The working hours available to the Contractor's labour and staff are however appreciatively reduced because of the time of entry and exit during working hours. The exact working hours, working days and number of working days observed for these restricted area (s) where works are to be carried out shall be deemed to have been ascertained by contractor before submitting his tender. The tenderer's attention is invited to the fact that number of working hours for a unit are prescribed in regulations and that they cannot be increased by the Garrison Engineer or authorities controlling the restricted area. The definition of "working days" as given under condition 1 (t) of IAFW-2249 does not apply in case where the works are carried out in restricted area. However, presently the working hours allowed are as under. Monday to Friday – 8.00 AM to 4.00 PM. Saturday – 8.00AM to 01.00 P.M.

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

12.8 Fire Precautions:-

(i) The contractor, his agents, representatives, workmen etc shall strictly observe the order pertaining to fire precautions prevailing within the restricted area.

(i) Motor transport vehicle, if allowed by the authorities to enter the restricted area must be fitted with the serviceable fire extinguisher.

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

SPECIAL CONDITIONS (CONTD.....)**13.0 MINIMUM WAGES PAYABLE: -**

- (a) Refer condition 58 of IAFW-2249. The Contractor shall not pay wages lower than minimum wages for labour as fixed by the Government of India / State Govt / Union territory, whichever is higher.
- (b) Contractor's attention is also drawn, amongst other things to the 'explanations' to the schedule of minimum wages referred to above.
- (c) The fair wages referred to in condition 58 of IAFW-2249 will be deemed to be the same as the minimum wages, referred to above as upto date from time to time.
- (d) Schedule of minimum wages are not enclosed alongwith tender documents. However contractor shall be deemed to have verified the minimum fair wages payable as on the last due date of receipt of tender.
- (e) 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.

14.0 HANDING OVER OF SITE:

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

15.0 ADVANCE ON ACCOUNT AGAINST MATERIALS (APPLICABLE TO CONTRACTS OF VALUE RS 50 LAKHS AND ABOVE)**15.1 Add the following in continuation to Para 8 of condition 64 of IAFW-2249 :-**

'Provided further the contractor may be paid advance on account to the full value of under mentioned materials only brought on site on his furnishing guarantee bonds from schedule bank for the amount of the retention money which should otherwise be recoverable from him under the contract.

- (a) Electric fittings & Equipments, Electrical cables/ wires/ fittings/ fixtures, conductors, poles, panels & D G Set
- (b) Builders hardware fittings (iron mongery)
- (c) Water supply pipe & fittings. Valves etc.
- (d) Steel
- (e) Cement
- (f) Sanitary fittings
- (g) Factory made Aluminium windows/ ventilators, Doors, Windows & frames, shutters
- (h) All other non-perishable materials which will not lose its identity as decided by the GE.

15.2 The Bank Guarantee bonds shall be executed for a period and on a form as directed by the Accepting Officer. The contractor shall further arrange to extend the period of guarantee bond (s) if and when necessary as directed by the Accepting Officer or shall furnish fresh guarantee bond for similar value in lieu.**16.0 BANK GUARANTEE BOND AGAINST PERFORMANCE SECURITY****16.1 Condition 19.1 of IAFW-2249 and condition 14A.1 of IAFW-1815Z provides for submission of Performance Security by the successful contractor in the form of Bank Guarantee Bonds of Govt Securities, FDR or any other form of deposit stipulated by the Accepting Officer.****16.2 The full amount of Performance Security for each contract shall be given by the contractor in any one of the forms stipulated in Para 16.1 above. Mix of forms for Performance Security for same contract shall not be allowed****16.3 If the Performance Security is provided by the successful contractor in the form of a Bank Guarantee, it shall be issued by Nationalized/Scheduled Indian Bank but its confirmation shall be done only from the Head office of the Bank.**

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16.4 Form for Bank Guarantee Bond against Performance Security Deposit shall be same as Appendix 2.1 of MES Manual on Contracts 2020 as also available on www.mes.gov.in.

16.5 The period of validity of the Bank Guarantee Bond against Performance Security shall be upto and including the scheduled date of expiry of Defects Liability Period.

16.6 Bank Guarantee Bond in lieu of Performance Security is due for discharge on expiry of Defect Liability Period. If any recovery is outstanding against the contractor, release of Bank Guarantee is subject to compliance of the procedure for effecting recovery/withholding the due amount as stipulated in Condition 67 of IAFW-2249 as amended.

17.0 **AVAILABILITY OF LAND FOR ACCOMMODATION OF LABOUR AND CANTEEN :** (Refer condition 24 of IAFW-2249)

No land will be allotted for labour camp and canteen

18.0 **AVAILABILITY OF LAND FOR STORAGE OF MATERIALS/TEMPORARY WORKSHOP/OFFICE**(Refer condition 24 of IAFW-2249):-Delete the following in Para 1 of condition 24 of IAFW-2249, 'In the event of ---- of areas of land allotted to him' and following shall be read in conjunction with condition 24 of IAFW-2249.

"The contractor shall be permitted to store his materials including erection of temporary sheds thereof and also to erect his temporary workshop and the like at the area of land marked on the site plan free of rent if it is on class A1 land. For other types of land he shall be charged a nominal licence fee of Rs 1/- per year or part thereof in respect of each and every separate area of land allotted to him".

19.0 **OFFICIAL SECRET ACT:** The contractor shall be bound by the official secret act 1923.

20.0 **ELECTRIC SUPPLY**

- (a) **In the case the contractor desires to buy electricity from MES**, he shall be charged for the electric energy consumed at **Rs. 19.65 per kilowatthours** for KWH lighting and power each.
- (b) The above rates are exclusive of duty/tax, if any levied by the local state Govt on the electric energy. Duty and taxes, if any levied by the State Govt and/or electricity under taking and the like on the electricity charges, will be borne by the department.
- (c) Electric supply required for works shall be made available by MES. However exact location shall be shown by the GE. The main switch and KWH meter to register the electric energy supplied shall be provided and installed by MES. Contractor shall provide all necessary connections, cables, fittings etc from the main switch in order to ensure a proper and suitable supply of electricity for the execution of work.
- (d) MES do not guarantee continuity of supply and no compensation whatsoever shall be allowed for supply becoming intermittent or for breakdown in the system.
- (e) The supply shall be AC 3 phase, 3 wire, 400 to 440 volts (within permissible limits) 50 cycles up to 10 KW at point of supply.
- (f) GE or his representative shall be free to inspect all the power consuming devices or any electric lines provided by the contractor. Any device or electric lines provided by the contractor, which is not to the satisfaction of the GE, shall be discontinued from the supply if so desired by him.

21.0 **WATER :- (REFER CONDITION 31 OF IAFW-2249)**

21.1 Water shall not be supplied by the MES. Contractor shall make his own arrangement for the water at his own cost from the sources outside the defence land, alternatively contractor shall be permitted to bore the tube wells on defence land and no recovery on this account shall be made from the contractor. The contractor's quoted lump sum shall be deemed to include the cost of installation of tube wells. The tube well bore (Except pump) shall be property of Government and the same shall be handed over to the department after completion of work without any extra cost to Govt.

21.2 It will be the responsibility of the contractor to ensure that the water brought to site meets the requirement of clause 5.4 of IS 456. Each source of water shall be got approved from the GE, well in advance of the requirement of water for construction purpose. GE will first approve each source of

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water before commencement of any concreting/masonry/plaster work. Thereafter, the water from each source will be tested at least at an interval of every three months. The sample of water from the sites will be got collected by the GE and sealed by him. All the testing charges including the arrangement for forwarding the sample to the Recognised/Approved Laboratory will be borne by the contractor.

21.3 Work done with water arranged by the contractor and not meeting the requirement of IS 456 is liable for rejection.

22.0 QUALIFIED TRADESMEN (APPLICABLE FOR WORKS COSTING RUPEES ONE CRORE OR MORE) :-

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)/ National Academy of Construction (NAC) Hyderabad/ Construction Industry Development Council (CIDC)/ Similar reputed and recognized 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 along with 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 un-satisfactory 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 possess requisite qualification, skill and expertise commensurate with nature of work shall be final and binding. No compensation whatsoever on this account shall be admissible.

23.0 TESTING:-The cost of all tests shall be borne by the contractor. In case any implement and equipments for the testing at site of work are required, the same shall also be provided by the contractor without any extra cost to the Govt.

24.0 RETENTION MONEY/COMPENSATION FOR DELAY:-

- (a) Refer condition 64 and 50 of IAFW-2249.
- (b) For the purpose of calculating retention money under condition 64 of IAFW-2249, and compensation for delay under condition 50 of IAFW-2249, the value of contract as revised by price variation in terms of special condition mentioned herein tender under modified condition 63 of IAFW-2249 shall be taken into account.

25.0 LOCATION OF BUILDING AND WORKS: There may be some changes in locating / sitting of building shown in site (layout) plan(s) to suit local conditions and / or departmental requirements. The contractor shall have no claim what-so-ever consequent to such changes in the location / sitting of works.

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

27.0 RE-IMBURSEMENT/REFUND ON VARIATION IN TAXES DIRECTLY RELATED TO CONTRACT VALUE :-

27.1 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes (including GST on materials, GST on Works Contracts, Labour welfare cess/tax etc.), duties, Royalties, Octroi & other levies payable under the respective statutes. No reimbursement/refund for variation in rates of taxes, duties, Royalties, Octroi & other levies and/or imposition/abolition of any new/existing taxes, duties, Royalties, Octroi & other levies shall be made except as provided in sub para (b)(i) here-in-below.

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27.2 (i) The taxes which are levied by Government at certain percentage rates of Contract Sum/Amount shall be termed as "taxes directly related to Contract value" such as GST on materials, GST on Works Contracts, Labour welfare cess/tax and the like but excluding Income tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to Contract value" with existing percentage rates prevailing on the bid submission end date. Any increase in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on the bid submission end date shall be reimbursed to the Contractor and any decrease in percentage rates of "taxes directly related to Contract value" with reference to prevailing rates on the bid submission end date shall be refunded by the Contractor to the Govt/deducted by the Government from any payments due to the Contractor. Similarly imposition of any new "taxes directly related to Contract value" after the bid submission end date shall be reimbursed to the contractor and abolition of any "taxes directly related to Contract value" prevailing on the bid submission end date shall be refunded by the Contractor to the Govt/deducted by the Government from the payments due to the Contractor.

(ii) The Contractor shall within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any further "taxes directly related to Contract value" give written notice thereof to the GE 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 Contractors shall also submit documentary proof/information as the GE may require.

(iii) The Contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Government, 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 Contractor necessarily and properly pays additional "taxes directly related to contract value" to the Government, without getting the same adjusted against any other tax liability or without getting the same refunded from the concerned Government Authority and submits documentary proof for the same as the GE may require.

28.0 APPROACHES:

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.

29.0 TESTING OF MATERIALS:-

(a) **(i) A LEVEL TESTS FOR WORKS COSTING 100 LAKHS AND ABOVE** :- The contractor shall set up site laboratory for testing of materials (except Sch 'B' materials) for 'A' level tests as listed in Appendix - F hereto. The contractor shall arrange all equipment/ machines for the tests specified in Appendix - F as A level tests at his own cost with prior approval of GE. This cost shall be included in the lump sum costs quoted by the contractor. The contractor shall employ a competent technical representative as approved by the GE for the purpose of testing and all such tests shall be carried out in the presence of Engineer-in-Charge. The successful tests result thereof shall be recorded and signed jointly by the contractor and the Engineer-in-Charge. The charges for these tests i.e. a level tests carried out in site laboratory of the contractor shall not be recovered. In case, the contractor has not set up the site laboratory and the tests are carried out in Zonal or any other laboratory setup / approved by GE, the recovery shall be made at rates applicable i.e. as given in Appendix - F.

(ii) A LEVEL TESTS FOR WORKS COSTING UPTO 100 LAKHS : The contractor may set up site laboratory at his option for works costing up to 100 lakh. The other stipulations will be same as specified in preceding para (aa) (i). However in case the contractor has not set up the site laboratory and tests are carried out in Zonal or any other laboratory approved / setup by GE, the recovery shall be made at rates applicable i.e. as given in Appendix - F.

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(b) **B & C LEVEL TESTS** : For tests of 'B' and 'C' level as indicated in Appendix - D, the contractor shall provide all facilities for testing of materials at Zonal laboratory / Govt approved laboratories or test house/ Engg colleges at his own cost. The lump sum / rates quoted by the contractor shall deemed to be inclusive of these tests. The rates of various tests conducted in Laboratory of MES are indicated in Appendix - F. The contractor shall bear the actual charges of 'C' level tests (to be done in labs other than MES labs) irrespective of rates indicated in Appendix - F. Wherever it is convenient to get 'B' level test done at approved test house / Enggcollege, the same can be done at the cost of the contractor and no separate recoveries will be made by the department for the same.

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

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

31.0 DEFECT LIABILITY PERIOD : Refer Condition 46 of IAFW 2249 General Condition of Contract. The defect liability period for this work is **24(Twenty Four) calendar** months after the work have been handed over to Government.

32.0 REIMBURSEMENT/REFUND ON VARIATION IN PRICE

(Reference to condition 63 of General Condition of Contracts IAFW-2249) The Condition 63 of General Condition of Contracts shall be deemed to be modified to the extent mentioned here in after. Increase or decrease in prices of cement, steel and other material (except lift work) shall be adjusted on the basis stipulated herein after irrespective of the actual variation in prices (to the contractor).

(A) CEMENT:-

The cement cost component for the contract as a whole shall be taken as K_C percent of the value of works executed under the contract. Accordingly value/ cost of cement consumed in the work as well as that lying at site for which reimbursement/refund is applicable shall be :-

$$V_{MC} = \frac{(K_C \times V_g)}{100} + V_C$$

Variation in prices of cement shall be worked out by applying the following formula:-

$$E_{MC} = (V_{MC2} - V_{MC1}) \times \frac{(C_1 - C_0)}{C_0}$$

Wherein E_{MC} = Variation in prices of cement to be adjusted.

K_C = Constant representing the percentage cost of cement as compared to the total value of work under the contract as a whole. The value of K_C for this work shall be **2.00 (Two)** only.

V_g = Amount of work done priced at contract rates up to for the last date of the period of reckoning excluding amount payable to the contractor towards items on star rate and PC Sum.

V_C = Cost of all cement lying at site for incorporation in the work excluding cement issued under Schedule 'B' and excluding cement brought and paid or payable to contractor under Prime Cost Sum and/ or star rate (s).

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C₁ = Whole sale price index for cement (**Base year 2011-12=100**) published by Economic Adviser to the Govt of India, as on the date of commencement of the period of reckoning. In case the original contract period is extended under condition 11 of General Conditions of Contracts (IAFW-2249), the Price Index as applicable on the date of commencement of the last period of reckoning before the original completion date(s) (phase wise except where phasing has been done only for sample quarter/block) shall only be applicable during the extended period. If phasing has been done for only sample quarter/sample block, the price index as applicable on the date of commencement of the last reckoning period before the original completion date of the project as a whole shall only be applicable during the extended period.

C₀ = As for **C₁** but the index as on the last due date of Bid Submission. In case of tender for specialist works made in two parts viz 'T' & 'Q', **C₀** shall be as on date of opening of 'Q' bid.

Note : The type of cement to be used in the work is specified in the tender documents and same shall be used. But for calculation of escalation whole sale price index of Ordinary Portland cement shall be considered for **C₀** & **C₁** published by Economic Adviser to the Govt of India irrespective of the type of cement being used in the work.

V_{MC2} = Amount of cement up to the last date of the period of reckoning for which variation is adjustable as worked out as per formula for **V_{MC}**.

V_{MC1} = As per **V_{MC2}** but as on the date of immediate preceding period of reckoning.

(B) STEEL :-

The Steel cost component for the contract as a whole shall be taken as **K_s** % of the value of works executed under the contract. Accordingly value/ cost of steel consumed in the work as well as lying at site for which reimbursement/ refund is applicable shall be :-

$$V_{MS} = \frac{(K_s \times V_g)}{100} + V_s$$

Variation in prices of steel shall be worked out by applying the following formula:-

$$E_{MS} = (V_{MS2} - V_{MS1}) \times \frac{(S_1 - S_0)}{S_0}$$

Wherein:-

E_{MS} = Variation in prices of steel to be adjusted

K_s = Constant representing the percentage cost of steel as compared to the total value of the work under the contract as a whole. The value of **K_s** for this work shall be **5.00 (Five)** only.

V_g = Amount of work done priced at contract rates up to for the last date of the period of reckoning excluding amount payable to the contractor towards items on star rate and PC Sum.

V_s = Cost of all steel lying at site for incorporation in the work excluding steel issued under Schedule 'B' and excluding steel brought and paid or payable to contractor under Prime Cost Sum and / or Star Rate (s).

S₁ = Whole sale Price index for mild steel (Long Product) (**Base Year 2011-12=100**) published by Economic Adviser to the Govt of India, as on date of commencement of the period of reckoning. In case the original contract period is extended under Condition 11 of General Conditions of contracts (IAFW-2249), the price index as applicable on the date of

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commencement of the last period of reckoning before the original completion date (s) (phase wise except where phasing has been done only for sample quarter/block) shall only be applicable during the extended period. If phasing has been done for only sample quarter/sample block, the price index as applicable on the date of commencement of the last reckoning period before the original completion date of the project as a whole shall only be applicable during the extended period.

S_0 = As for S_1 but the index as on the last due date of Bid Submission. In case of tender of specialist works made in two parts viz 'T' & 'Q', so shall be as on date of opening of 'Q' bid.

V_{MS2} = Amount of steel upto the last date of the period of reckoning for which variation is adjustable as worked out as per formula for V_{MS} .

V_{MS1} = As per V_{MS2} but as on date of immediate preceding period of reckoning.

(C) OTEHR MATERIALS (EXCEPT CEMENT & STEEL):-

The material cost component except cement & steel for the contract as a whole shall be taken as $K_{OM}\%$ of the value of works executed under the contract. Accordingly value/cost of other materials consumed in the work as well as that lying at site for which Reimbursement /refund is applicable shall be:-

$$V_M = \frac{(K_{OM} \times V_g)}{100} + (V_{OM} - V_B)$$

Variation in prices of materials (except cement & steel) shall be worked out by applying the following formula :-

$$E_M = (V_{M2} - V_{M1}) \times \frac{(W_1 - W_0)}{W_0}$$

E_M = Variation in prices of material to be adjusted except cement & steel.

K_{OM} = Constant representing the percentage cost of other material except cement & steel as compared to the total value of work under the contract as a whole. The value of K_{OM} for this work shall be **53.00 (Fifty Three)** only.

V_g = Gross value of work done at contract rates upto the last date of period of reckoning excluding amount payable to the contractor towards items on Star Rate and PC sum.

V_{OM} = Value of all materials (except cement & steel) lying at site for incorporation in the work including materials (except cement & steel) issued under schedule 'B' and including materials (except cement & steel) brought and paid or payable to contractor under Prime Cost Sum and /or Star Rate (s).

V_B = Value of all materials (out of V_g and V_{OM}) (except cement & steel) issued under schedule 'B' plus value of all materials (except cement & steel) brought and paid or payable to contractor under Prime Cost Sum and/ or Star Rate (s).

W_1 = Wholesale Price Index for all commodities (**Base year 2011-12 = 100**) published by Economic Advisor to the Government of India, as on the date of commencement of the period of reckoning. In case the original contract period is extended under Condition 11 of General Conditions of Contracts (IAFW-2249), the price index as

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applicable on the date of commencement of the last period of reckoning before the original completion date (s) (phase wise except where phasing has been done only for sample quarter/block) shall only be applicable during the extended period. If phasing has been done for only sample quarter/sample block, the price index as applicable on the date of commencement of the last reckoning period before the original completion date of the period as a whole shall only be applicable during the extended period.

W_0 = As for W_1 but the index as on the last due date of bid submission.

V_{M2} = Value of material (except cement & steel) upto the last date of the period of reckoning for which price variation is adjustable as worked out as per formula for V_M .

V_{M1} = -do- but as on date of immediate preceding period of reckoning.

NOTES:-

- (a) No adjustment, whatsoever, due to variation in prices of materials (i.e. cement, steel & other materials) on account of coming in to force of any fresh law, statutory rule or order as provided in condition 63 of IAFW-2249 or otherwise than provided in this condition shall be made.
- (b) No adjustment in prices shall be made for any work done with materials brought at site after the original date of completion of the work as mentioned in Work Order No 01 under contract except as contemplated under definition of C_1 , S_1 and W_1 hereinbefore.
- (c) Periodicity of working out the escalation on account of variation in prices will be three months. The last calculation shall however, be done for the value of work at contract rates and materials lying at site for incorporation in the work as on date of completion or extension thereof as mentioned in Note No (b) above. Valuation of RARs is to be timed in such a manner that relevant data required for quarterly calculation under this condition is available from RARs. In case on these dates no RAR is preferred by the contractor, dummy RAR would be prepared and shall be kept on record duly technically checked and audited. Amount payable relevant to work done and materials collected in quarter will be worked out after firm whole sale price indices for the relevant quarter are available. Once the amount adjustable for any quarter is worked out, the same shall be adjusted as and along with advance on account payment in the subsequent RAR's.
- (d) Any dispute arising out of interpretation or application of this special condition shall be referred to the Accepting Officer whose decision shall be final and binding.
- (e) For the purposes of calculation of retention money, liquidated damages, GST on works contracts, deduction of income tax at source and recovery of water charges (in case of unmetered supply) the value of contract as revised by the above price variation will be taken into account.
- (f) In cases, "where value of ($V_{M2} - V_{M1}$) works out to minus on account of higher utilisation of schedule 'B' stores (i.e. value of Sch. B stores under contract as a whole is higher than K_{OM} value) and the reimbursement on account of variation in prices of materials (except cement & steel) works out to be negative inspite of the Whole Sale price index for all commodities published by Economic Adviser to Government of India going up from " W_0 ", reimbursement on account of variation in prices of materials shall be treated as "Nil".

33. REIMBURSEMENT/REFUND ON VARIATION IN PRICES-WAGES OF LABOUR (Refer Condition 63 of IAFW-2249).

The Condition 63 of the General Conditions of Contracts shall be deemed to be modified to the extent mentioned hereinafter. Increase or decrease in prices consequent on variation in wages of labour shall be adjusted on the basis stipulated hereinafter irrespective of the actual variation in prices- wages of labour to the contractor:-

33.1 LABOUR

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The labour component for the work under the contract as a whole shall be taken as KL% of the value of the work executed under the contract. Variation in labour wages shall be worked out by applying the following formula: -

$$EL = \frac{(KL \times Vg1)}{100} \times \frac{(L1-L0)}{L0}$$

Wherein: -

EL = Variation in wages of labour reimbursement to be made to the contractor or refund to be made by the contractor

KL = Constant representing the percentage cost of labour element as compared to the total value of the work under the contract as a whole. The value of KL for the work shall be 'TWENTY'.

Vg1 = Gross value of work done at contract rates during the period of reckoning less value of work paid or payable to the contractor based on actual cost (e.g. star rate(s), work executed under prime cost sum etc. during the period of reckoning).

L1 = Minimum wage in rupees of an unskilled adult male mazdoor as fixed under any law, statutory rule or order as on the date of commencement of the period of reckoning).

L0 = As for L1 but the minimum wage in rupees of an unskilled adult male mazdoor as on the bid submission end date. If labour wage on the bid submission end date is increased afterward with retrospective effect, value of **L0** shall be fixed keeping in view the following aspects:-

(a) If the increase/decrease in wages of labour are made known to the public by any means of media before the bid submission end date but the same is officially notified thereafter giving retrospective effect, the value of "L0" shall be as per notification though made subsequently.

(b) If a net-wage comprises a fixed basic wage and the living allowance revised from time to time based on Consumer Price Index (CPI) and increased CPI is made known to the public by any means before the bid submission end date, the "L0" will be revised wage corresponding to revised CPI, though the formal notification for the net-wage (considering the revised living allowance corresponding to revised CPI) is made subsequent to bid submission end date.

(c) In case the labour enforcement officer makes the announcement before the bid submission end date but Gazette Notification is made subsequently making wages applicable with retrospective effect, the value of "L0" shall be as per Gazette Notification though subsequently made.

(d) If the increase/decrease in wages of labour is notified/announced subsequent to the bid submission end date with retrospective effect without making the same publicly known by means of publicity/media prior to the bid submission end date, then the value of "L0" shall be as per wage known at the time of bid submission end date.

NOTES:

1. The contractor shall within a reasonable time of his becoming aware of any alteration to the payment of wages of labour consequent on fixation of minimum wages under any law, statutory rule or order, 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.
2. Irrespective of the variation in minimum wages for any category of labour, for the purpose of adjustment under this Special Condition, the variation in minimum wage fixed under any law, statutory rule or order for an unskilled adult male mazdoor, if any, shall only form the basis.

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3. Periodicity of working out the variation in wages of labour will be three months commencing from the bid submission end date. The last adjustment for variation in wages of labour shall however, be done for the period upto the date of completion or extended date of completion. Valuation of price adjustment due to increase/decrease in minimum wages under any law, statutory rule or order for the purpose of making reimbursement/refund in RARs, will be timed in such manner that relevant data required for quarterly calculation under this Special Condition is available from the RARs. The first price adjustment in respect of variation in wages of labour will be worked out for the relevant quarter during which alteration to the wages of labour took place. For implementing this provision, the period of reckoning in such quarters will have to be divided into two periods i.e. the first period up to the RAR payable immediately after the date of variation and the other up to the end of the quarter. Value of **L1** at the beginning of the other period shall be the altered wage. If there is more than one change in wages in a quarter, there will be more than two periods of reckoning on a similar basis. Amount payable relevant to work done for any quarter will be worked out after the minimum wage of an unskilled adult male mazdoor as fixed under any law, statutory rule or order for the relevant quarter is available. Once the amount adjustable for any quarter is worked out, the same shall be adjusted in subsequent RAR as "advance on account" adjustments along with adjustment for 'Cement, Steel & Other materials'.
4. No adjustment in prices shall be made for any work done after the due date of completion or extended date of completion on account of extension of time granted under Condition 11 of IAFW-2249 (whichever is later) for the work under the contract.
5. No adjustment, whatsoever due to variation in wages of labour on account of coming into force of any fresh law or statutory rule or order as provided in Condition 63 of IAFW2249 or otherwise, than provided in this Special Condition shall be made.
6. Any dispute arising out of interpretation or application of this Special condition shall be referred to the Accepting Officer whose decision shall be final and binding.
7. For purposes of calculation of retention money, liquidated damages, GST on works contract, deduction of income tax at source and recovery of water charges (in case of unmetered supply) the value of contract as revised by the above price variation will be taken into account.

34.0 FIXING OF SPECIAL (STAR) RATES

- (a) In case of any deviation, mode of pricing shall be decided by Accepting Officer in terms of Condition 62 of IAFW-2249.
- (b) In the event of a deviation order involving fixation of Special (Star) Rate, Draft Rate shall be prepared by GE (within a maximum period of 30 days) while initiating the proposal for deviation seeking approval of Accepting Officer and notified to contractor. While notifying the Draft Rate, it will be clearly stipulated that the same is merely an estimated rate and firm rate shall be fixed based on actual and receipt of supporting documents from contractor such as vouchers /literature of product/ test certificates etc (as applicable) on completion of the work involving Star Rate. Any objection to the method of fixing Star Rate will be dealt as per Condition 7 of IAFW-2249.
- (c) Draft Star Rate shall be made based on market enquiry through telephonic enquiry/ quotations/ email/rate lists/ internet-based sources, material & labour constants available in various Civil Engineering books and record available in respect of Star Rates approved in the past for similar items of work etc. Contractor may also assist GE's office in preparation of draft Star Rate.
- (d) The Draft Star Rate shall be purely a draft rate and shall not be used for claiming final payment during execution of work. However GE shall allow part payment to the tune of 80% during execution to avoid any financial hardship to contractor.

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(e) After completion of the item of work involving Star Rate, contractor shall submit the vouchers/ literature of product/ test certificates (as applicable, decision of GE being final in case of any disagreement) for finalisation of Star Rate. The Star Rate shall be technically checked by DCWE(C)/ Director(C) depending upon the financial effect & approved by competent authority within a period of one month from submission of the relevant documents by contractor as mentioned above.

(f) The Star Rate as approved by competent authority after technical check by DCWE(C)/ Director(C) depending upon the financial effect shall be referred as "the rate decided by GE" under Para 62(G) of IAFW-2249.

35. PERFORMANCE EVALUATION AND MONITORING OF WORKS

(a) The works shall be inspected by Accepting officer and performance evaluation and monitoring of works shall be done as under:-

(i)	First Evaluation	:	Within two months from the date of Commencement of work as per Work Order No. 1
(ii)	Second/Intermediate Evaluation	:	Every six months from the date of Commencement of work as per Work Order No. 1
(iii)	Evaluation one month prior to original / extended date of completion	:	
(iv)	Final evaluation	:	One month after actual date of completion

(b) The details of performance evaluation and monitoring of works to be exercised have been issued vide IHQ of MOD E-in-C's Branch letter No. A/37696/OSDPL/pol/E2W (PPC) dt 13 Aug 2014, A/37696/OSDPL/pol/E2W (PPC) dt 25 Aug 2014 and A/37696/OSDPL/pol/ E2W (PPC) dt 29 Dec 2014. These letters can be seen in any of the MES formations and are also available on MES web site www.mes.gov.in.

(c) Contractor is advised to be fully aware with these instructions and the requirements.

35.0 SCOPE OF CONCILIATION PERTAIN TO CONTRACTS OF VALUE LESS THAN 10.00 CRORE .

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

(a) Disputes relating to levy of compensation for delay in completion-actual amount of compensation.

(b) Disputes relating to technical examination of works.

(c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.

(d) Disputes relating to non return of Schedule 'B' stores over-issued to the contractor.

(e) Any other dispute having fair chances of being resolved by conciliation and considered fit to be referred to conciliation by the parties.

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

35.2 Commencement of Conciliation Proceedings.

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

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

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

35.3 Number of Conciliators. There shall be a Sole Conciliator.

35.4 Appointment of Conciliator. All disputes brought out in Para 42 (a) to (e) above shall be referred to the Sole Conciliator viz. Serving officer not below the rank of Superintending Engineer/Superintending Engineer (QS&C) having degree in engineering or equivalent or having passed final/direct final examination of Sub Division II of Institution of Surveyors (India) to be appointed by the Engineer-in-Chief, Army Headquarters, New Delhi or in his absence the officer officiating as Engineer-in-Chief or Director General of Works if specifically delegated by the Engineer-in-Chief in writing.

35.5 Status of Effect of Settlement Agreement. The settlement agreement signed by the parties as a result of conciliation proceedings shall have the same status and effect as an arbitral award on agreed terms.

Signature of Contractor
Date:

AAD (Contracts)
For Accepting officer