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Signature of contractor

AGE (Contracts)
for Accepting Officer

Date :

Phone: 0832-2228924

Garrison Engineer

Fax: 0832-2228924

Panaji, Goa – 403001

8176 / 04 / E8

10 Sep 2024

M/S _____

NAME OF WORK:- PRELIMINARY ACTIVITIES IN RESPECT OF AMWP WORKS FOR SOIL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR THE WORK " PROVN OF DEFI MD ACCN FOR OFFRS, JCOS & OR AT BAMBOLIM UNDER GE PANAJI(GOA) (PH-1 OF TWO PHS) (LIST-1/SER NO 02 OF AMWP 2023-24)

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. Bid will be received online by ACCEPTING OFFICER upto the date and time mentioned in the NOTICE INVITING TENDER (NIT). No tender/bid will be received in physical form and any tender/bid received in such manner will be treated as non bonafide tender/bid.

3. Bid will be opened on due date and time fixed for opening in the presence of tenders/bidders or their 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 / drawings and to clarify doubts, if any on or before **bid submission start date**. You are requested not to write piece meal points and forward your points duly consolidated before the bid submission start date

5. Un-enlisted contractors are required to submit the scanned copies (in pdf file) of documents required as per eligibility criteria mentioned in instructions for filling the tender documents and Appendix "A" to **NIT** alongwith EARNEST MONEY DEPOSIT (EMD) and tender fee on e-procurement portal and submit the physical documents in the office of **GE Panaji** within time limit specified in **NIT**. Inadequacy/deficiency of documents shall make the bid liable for rejection resulting in disqualification for opening of finance bid.

6. Contractor having not executed standing security bond and standing security deposit in any MES formation shall upload scanned copy of EARNEST MONEY DEPOSIT (EMD) mentioned in Notice of Tender and shall ensure receipt of hard copy of EMD in the office of tender issuing authority before date & time fixed for this purpose. In case of failure to abide by any of these two requirements, the finance bid will not be opened.

7. Enlisted contractors of MES shall submit the scanned copies (pdf file) of enlistment letter, tender fee and such other documents as mentioned in Appx 'A' to **NIT** on e-procurement portal and submit physical documents in the office of **GE Panaji** before date & time fixed for this purpose.

8. The contractor must ensure that the tender/bid on the proper form is uploaded in time as the Accepting Officer will take no cognizance of any 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.

(Contd..)

9. In view of delays due to system failure or other communication related failures, it is suggested that the tender/bid be uploaded, if necessary, sufficiently in advance of the last due date and time fixed.

10. General Conditions of contracts (IAFW-2249) (1989 Print) and errata and amendments thereto, Schedule of minimum fair wages and MES SSR (Part-I and Part-II) are not enclosed with these documents. These are available for perusal in the office of GE concerned and this office.

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

12 **Since amendment No. 41 to 49 of IAFW-2249 is now part of this tender, the bidders may kindly go through the provisions contained in E-in-C's Branch letter No.66546/MANUAL/924/E8 dt 18 Feb 2019 and 66546/P-2/44/E8 dt 16 Feb 2021. The letter is available in MES website and the same is open to public. The important points are 5% cost as "Performance Security" and increased the period of defect liability period. Once the bid is submitted by the bidder, it will be presumed that bidders are now familiar with the new provisions and nothing extra can be claimed at later stage.**

Yours faithfully,

AGE (Contracts)
For Accepting Officer

Encls:- (As above)

Signature of contractor

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 Panaji**
- (b) Receipted Treasury Chellan, the amount being credited to the Revenue Deposit of **GE Panaji**

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 tender/ bidder wants to lodge ‘EARNEST MONEY DEPOSIT’ in any other form allowed by MES, a conformation 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.

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

SI No	Estimated cost of works	Earnest Money
1	Upto Rs 50 Lakhs	2% of the amount subject to a minimum of Rs 5,000/-
2	Over Rs 50 lakhs and upto Rs. 100 lakhs	Rs.1,00,000/- + 1.5% of the amount exceeding Rs.50 Lakh
3	Over Rs 100 lakhs and upto Rs 500 lakhs	Rs.1,75,000/- + 1% of the amount exceeding Rs.100 Lakh
4	Over Rs 500 lakhs and upto Rs 1500 lakhs	Rs.5,75,000/- + 0.5% of the amount exceeding Rs.500 Lakh
5	Over Rs 1500 lakhs	Rs 10,75,000/- + 0.5% of the amount exceeding Rs 1500 lakh subject to a maximum of Rs 15,00,000/-

2. PERFORMANCE SECURITY DEPOSIT

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**”. The performance Security Deposit of 5 % of the Contract sum shall be applicable only to contractors who have no outstanding recovery and who do not intend to abandon the work after entertaining the relief. Those who are not satisfy this condition shall submit 5% of the Contact Sum as Performance Security.

- (a) A Bank Guarantee in the prescribed form.
- (b) Government Securities, FDR or any other Govt Instruments stipulated by the Accepting Officer.

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

2.3 Failure of the successful contractor to comply with the requirements of sub-clause 2.2 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of MES enlisted contractor, amount equal to the Earnest Money stipulated in the NIT, 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.

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER

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

2.5 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.

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

2.7 **Refund of Performance Security** : The Performance Security Deposit mentioned herein above shall be refunded to the Contractor ***after the expiration of the defects liability period of two years*** by the GE provided always that the Contractor shall first have been paid the final bill and have rendered a No-Demand Certificate (IAFW 451).

3. BANK GUARANTEE BOND AGAINST PERFORMANCE SECURITY

3.1 The Performance Security shall be in favour of Accepting Officer and shall be in any of the forms mentioned in Clause 2.1 above. The period of validity of the Bank Guarantee Bond against Performance security shall be **initially valid upto the stipulated date of expiry of Defects Liability Period plus minimum 60 days beyond that**. In case final bill is not paid during this period, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time required for payment of final bill.

3.2 The instructions/ clarifications issued by E-in-C's letter No. 66546/Manual/11/E8 dt 01 Jan 2020 which is forming part of this contract, shall be read in conjunction with the above said provisions. The letter is available in MES website and the same is open to public.

4. **Work order No.1 shall be placed only after submission of Performance Security of adequate value by the Contractor in any of the forms mentioned in Clause 2.1 above.**

5. GENERAL INSTRUCTIONS FOR COMPLIANCE:

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

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

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

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

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

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INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER

5.6 In the technical bid, a scanned copy of Power of Attorney in favour of the person uploading the bid using his/ her DSC shall be uploaded. In case the digital signatory himself is the sole proprietor, scanned copy of an affidavit on stamp paper of appropriate value to this effect stating that he has authority to 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 (in 'pdf' form) of Power of Attorney duly executed in his favour by such other or all of the Partner(s) or in accordance with constitution of the company in case of company, stating that he has authority to bind such other person of the firm or the Company, as the case may be in all matters pertaining to the contract including the Arbitration Clause.

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

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

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

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

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

5.12 Power of attorney shall be executed on stamp paper of adequate value as applicable. Scanned copy of the same will be forwarded along with the bid submission.

5.13 The tenderes/bid shall quote his rates on the BOQ file only. No alteration to the format will be accepted, else the bid will be disqualified and summarily rejected.

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

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

In the event of lowest tenderer/bidder revoking his offer or revising his rates upward/ offering voluntary reduction, after closing of bid submission date & time, his offer will be treated as revoked and the Earnest Money deposited by him shall be forfeited. In case of MES enlisted Contractors, the amount equal to the Earnest Money stipulated in the Notice of Tender, shall be notified to the tenderer 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.

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INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER

7. CPM (Critical Path Method)

- 7.1 The project planning for work covered in the scope of tender is based on CPM.
- 7.2 The tenderer 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 which the tenderer/bidder may make use of.
- 7.3 The tenderers attention is drawn to special condition of the tender regarding preparation of the detailed net works and time schedule for the works and his liability for employing sufficient resources to adhere to this schedule. Any inability on the part of the tenderer in using the technique will be taken as his technical insufficiency and will affect his class of enlistment and future prospects of receiving tenders for works.
- 7.4 The department may issue amendments/errata's 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 amendments/errata's/corrigendum if any issued by the department .
- 7.5 These instructions shall form part of the contract documents

Signature of Contractor
Dated :

AGE (Contracts)
For Accepting Officer

MILITARY ENGINEER SERVICES
NOTICE INVITING TENDER (NIT)

1. A tender is invited for the work (See Appendix 'A') to this NOTICE INVITING TENDER (NIT)
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, a tenderer/bidder will have no claim on that account.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.
4. Normally contractors whose names are on the MES approved list for the area in which the work lies and within whose financial category, the estimated amount would fall may tender/bid but in case of term contracts, contractors of categories 'SS' to 'E' may tender/bid. In cases where the tendered amount is in excess of the financial limit of the contractor and The Accepting Officer decides to accept the tender/bid, in which event the tenderer/ bidder would be required to lodge additional amount exceeding the standing security deposit as notified by the Accepting Officer in term of conditions of contract. **if the tender/bid submitted by such tenderer/bidder is accepted, shall deliver to the Accepting Officer, a 'Performance Security' as per "Clause No.2 of Instructions on filling and submission of tender" within 'twenty eight days of the receipt by him of notification of acceptance of his tender/bid, failing which makes cancellation of the award of the work and forfeiture of the Earnest Money. Not more than one tender/bid shall be submitted/ uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son (s) or other close relations who have business dealing with one another be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.**
5. The office of GE Panaji will be the Accepting Officer here in after referred to as such for purpose of the contract.
6. The technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/ bidder on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment details/documents shall be uploaded as packet 1/cover-1 ('T' bid) of the tender/bid on e-tendering portal. DD is refundable in case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government whatsoever on this account.
 - 6.1. Tender forms and conditions of contract and other necessary documents shall be available on eprocuremes.gov.in/e-procure.gov.in site for download and shall form part of contract agreement in case the tender / bid is accepted.
 - 6.2 In case of contractor who has not executed the Standing Security Bond, the Cover -1 shall be accompanied with by the Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at Call Receipt in favour of concerned CCE/Garrison Engineer/AGE (I) See Appendix 'A') by Scheduled Bank or receipted treasury Challan the amount being credited to the revenue deposit of the concerned CCE/GE/AGE (I) (see Appx 'A').
 - 6.3. A contractor who is not enlisted for the area in which work lies but whose name is in the MES approved list of any MES formation and who has deposited Standing Security and executed Standing Security Bond may bid without depositing earnest money along with the tender. **If the Accepting Officer accept the tender/bid, the contractor shall deliver to the Accepting Officer, a 'Performance Security' as per "Clause No.2 of Instructions on filling and submission of tender" within 'twenty eight days of the receipt by him of notification of acceptance of his tender/bid, failing which makes cancellation of the award of the work and forfeiture of the Earnest Money.**
 - 6.4 **A contractor who has executed the standing Security Bond but not corresponding to the appropriate class as mentioned above, shall lodge with the Accepting Officer, Additional amount exceeding the Standing Security amount as Earnest Money as per Clause No.1 of " Instructions on filling and submission of tender" as notified by the Accepting Officer along with the tender.**

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NOTICE INVITING TENDER (NIT) – (Contd..)

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

6.6 The GE will either return the Earnest Money to the successful tenderer/bidder, by endorsing an authority on the deposit-at-call Receipt for its refund on receipt of an appropriate amount of Performance Guarantee.

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

7. The tenderers/bidders are advised to visit site of work making prior appointment with the GE Project manager who is also the Executing Agency of the work (See Appendix 'A'). The tenderers/bidders are deemed to have full knowledge of all relevant documents, samples, site etc. whether they have inspected them or not.

8. Any tender which proposed any alterations to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.

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

10. Tenderers/bidders must be in possession of copy of MES Standard Schedule of Rates (see Appendix 'A') including errata/amendments thereto.

11. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/ bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the www.defproc.gov.in website. The applicant contractor / bidder if he so desires may appeal to the next higher Engineer Authority viz CE (NW) KOCHI on email id, dircontnwkch2-mes@nic.in with copy to the Accepting Officer on email before the scheduled date of opening of Finance Bid. The decision of the Next Higher Engineer Authority (NHEA) shall be final and binding. The contractor/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

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

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

14. The Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reasons for not doing so.

15. This **Notice Inviting Tender (NIT)** including Appendix 'A' shall form part of the contract.

AGE (Contracts)
For Accepting Officer

Signature of Contractor
Dated

APPENDIX 'A' TO NOTICE INVITING TENDER(NIT)

1.	Name of work	<u>PRELIMINARY ACTIVITIES IN RESPECT OF AMWP WORKS FOR SOIL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR THE WORK " PROVN OF DEFI MD ACCN FOR OFFRS, JCOS & OR AT BAMBOLIM UNDER GE PANAJI(GOA) (PH-1 OF TWO PHS) (LIST-1/SER NO 02 OF AMWP 2023-24)</u>
2.	Estimated Cost	Rs 19.42 Lakhs (At Par Market)
3.	Period of completion	60 Days
4.	Cost of tender documents	Rs. 500/- in the form of DD/ Banker’s Cheque from any Scheduled Bank in favour of GE Panaji, Goa payable at Panaji, Goa (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 IAFW-1779A (Revised 1955) and General Conditions of Contract (IAFW-2249), list of works to be quoted by the contractor.
7.	Information & Details: (a) Bid submission start date (b) Bid submission end date (c) Date of bid opening	Refer critical dates
8.	Eligibility Criteria	
	(A) For MES enlisted contractors	Consultants shall be enlisted with MES in Group III and above, category ‘K’ 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 all other contractors	(i) Consultants not enlisted with MES should meet the enlistment criteria of Group III & “K” category contractor with regard to satisfactorily completion of requisite value work with Central/State Government Central/State PSUs/AWHO/AFNHB/ CGEWHO I DGMAP, annual turnover, bank solvency, working capital and other requirements given in Para 1 to 3 of Section of SOP for enlist Consultancy in MES. (ii) Not carrying adverse remarks in Work Load Report (WLR) or any other similar report circulated by any competent authority. If already working in MES. (iii) Not suspended/debarred/blacklisted (either permanently or temporarily) from participating in any bid or for business dealing 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.

APPENDIX ‘A’ TO NOTICE INVITING TENDER (NIT)
(Contd.)

	(C) Technical PQC Criteria	BLANK
9.	Tender issuing and Accepting Officer	Name : Sh Kumar Archit, IDSE, EE Address : Garrison Engineer Panaji, Opposite to Kala Academy, St Inez Road, Panaji Goa – 403001 Phone No 0832 – 2228924 Email ID : gepanaji1546@gmail.com
10.	Executing agency	GE Panaji
11.	Earnest Money	Rs. 38,840.00 in favour of GE Panaji, Goa in the form of Deposit at call receipt. FDR not acceptable.
12.	Performance Security Deposit	An amount equivalent to 5% of the contract sum shall be submitted by the successful contractor as Performance Security Deposit to the Accepting Officer within 28 days of receipt of Letter of Acceptance

NOTES:-

- 1 After opening of Cover 1, if the number of MES enlisted contractors of eligible class as well as un enlisted contractors, if any fulfilling the other eligibility criteria given in NIT are less than 7(seven), applications in respect of contractors one class below (**two class below in case of remote and difficult area**) the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore MES contractors one / Two class below may also bid for this tender. However contractors of one / Two 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. Such bidders shall upload in their Cover-1 bid details of works in hand showing names of work, names of accepting officers, Contract amounts, dates of commencement and completion(stipulated) and progress as on bid submission date. These details shall be verified by the Tender Issuing authority from concerned formations in case bids of such contractors are considered for evaluation.
2. In case after opening of Cover-1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT are 07(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 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 toward cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
 - (d) Scanned copy of EPF Registration number
 - (e) Scanned copy of Goods and Service Tax Registration Number.
 - (f) Any other document required as described in this Appendix.

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

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 toward cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
- (c) Copy of Police Verification Report/Police Clearance Certificate/Character Certificate from the Police Authority of the area where the registered office of the firm is located/notarized copy of valid passport of Proprietor/each partner/each Director.
- (d) All documents required for enlistment in MES for the class mentioned in Para 8(b) above as per para 1.5 of Section I of MES Manual of Contract 2020.
- (e) Details of works being executed in MES , if any.
- (f) Any other document required as described in this Appendix.

6. Applications/bids not accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender and earnest money (as applicable) in cover - I shall not be considered for validation of 'T' bid and their finance bids will not be opened.

7. Contractors should ensure that their original DDs and earnest money (as applicable) are received within 05 days of bid submission end date. (* The number of days to be mentioned shall be as decided by the Accepting Officers, but it shall not be less than 5 days).

(a) In case of applications/bids from enlisted contractors of MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, their finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid (cover 2).

(b) In case of applications/bids from un enlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid (cover 2).

(c) In case of applications/bids (enlisted contractor as well as unenlisted contractor) where scanned copies of requisite Earnest money (as applicable) were uploaded but the same are not received in physical form within stipulated time, such bids shall not qualify for opening of finance bid (cover 2).

Note :- EMD is exempted subjected to the condition given in Clause 1.1 of Instruction to filling and submission of tender

8. Contractor will not be allowed to execute the work by subletting or through power of attorney to a third party / another firm on this 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, directors, project manager **Provided they are not having a separate enlisted firm in MES in their name as Proprietor/Partner/Director.**

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

9. After opening of Cover I and during its technical evaluation ,In case any deficiency is noticed , in the documents required to be uploaded by the tenderers as per NIT, a communication in the form of e-mail/sms/speed post etc. shall be sent to the contractor to rectify the deficiency within a period of 7 days from date of communication failing which financial bid (cover-2) shall not be opened and contractor shall not have any claim on the same.

10. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/ bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the www.defproc.gov.in website. The applicant contractor / bidder if he so desires may appeal to the next higher Engineer Authority viz CE (NW) KOCHI on email id, dircontnwkch-mes@nic.in with copy to the Accepting Officer on email before the scheduled date of opening of Finance Bid. NHEA shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the Next Higher Engineer Authority (NHEA) shall be final and binding. The contractor/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

11. In case an unenlisted contractor is already executing works in MES, he shall not be considered eligible for the subject tender if the total value of such work is more than twice the tendering limit of the MES Class of contractor for which it is eligible. For this purpose, details of the works being executed by such a contractor shall be uploaded in the cover – I of the bid and shall be checked/ Verified by the Accepting Officer.

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

13. Revoking the offer or revising the rates upward or offering voluntary reduction by the lowest tenderer after opening of Cover 2 shall be considered as a willful default. For this default a penalty of an amount equal to Earnest money shall be levied. In case of an 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 work shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary / administrative action shall be taken against such tenderers. In such a situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fir manner and the defaulting tenderer and his related firm if any, shall not be eligible for this tender in second call or subsequent calls.

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

15. Tender submitted by Micro and Small Enterprises (MSME) shall be considered as per the MSME Act-2012. **However Cost of tender shall be submitted being works Contract.**

16. **Jurisdiction of Court upto Acceptance** : Court of place from where the 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.

Signature of Contractor

File No: 8176 / 03 / E8
Garrison Engineer, Panaji
Opposite to Kala Academy
St Inez Road
Panaji-403001
Dated : 10 Sep 2024

(Feroskhan S)
AE (Civ)
AGE (Contracts)
For Accepting Officer

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

(To be used in conjunction with General condition of contract IAFW-2249)

MILITARY ENGINEER SERVICES

Phone: 0832-2228924

Fax: 0832-2228924

Garrison Engineer

Panaji, Goa – 403001

8176 / 04 / E8

10 Sep 2024

**ITEM RATE TENDER AND CONTRACT FOR WORKS REQUIRED IN THE EXECUTION OF
PRELIMINARY ACTIVITIES IN RESPECT OF AMWP WORKS FOR SOIL INVESTIGATION
AND TOPOGRAPHICAL SURVEY FOR THE WORK " PROVN OF DEFI MD ACCN FOR
OFFRS, JCOS & OR AT BAMBOLIM UNDER GE PANAJI(GOA) (PH-1 OF TWO PHS) (LIST-
1/SER NO 02 OF AMWP 2023-24)**

A tender/ bidder who is qualified as per the eligibility criteria mentioned in the tender documents and has interalia sound past record is hereby authorised to tender for the above work. **The e-tender/ e-bid (both cover-1 & and cover-2)** shall be submitted/ uploaded on the MES website portal (www.defproc.gov.in) by 1800 hours on **27 Sep 2024**.

2. Any correspondence concerning this tender shall be addressed to Garrison Engineer Panaji (Goa) - 403 001 quoting the reference and marked outside **"PROVN OF DEFI OTM ACCN FOR OFFRS, JCOS & OR AT BAMBOLIM UNDER GE PANAJI GOA (PH-ONE OF TWO PHS)(AMWP 2023-24 LIST –I / SER NO 02)"**

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

Signature of the Contractor
Dated

Signature of Officer
Issuing the tender documents
Appointment:Garrison Engineer
Accepting Officer

SCHEDULE ‘A’ NOTES

NAME OF WORK:- PRELIMINARY ACTIVITIES IN RESPECT OF AMWP WORKS FOR SOIL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR THE WORK " PROVN OF DEFI MD ACCN FOR OFFRS, JCOS & OR AT BAMBOLIM UNDER GE PANAJI(GOA) (PH-1 OF TWO PHS) (LIST-1/SER NO 02 OF AMWP 2023-24)

Note: -

1. The entire work shall be completed within **60 (sixty) days** from the date of handing over site.
2. For Schedule of works refer BOQ sheet in Excel format
3. The quantities shown in Schedule of work (BOQ sheet) are approximate and inserted as guide only. They do not constitute any guarantee of the ultimate quantities which will be ordered on the contractor. They shall, however, not be varied beyond the limits laid down in condition 7 of IAFW-2249 General Conditions of Contract.
4. The bidder shall enter the unit rate in Column 5 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.
5. Unless otherwise specifically stated in the description of the items, the unit rates quoted in Column 5 shall be deemed to include for all labour and materials complete required for executing the respective items of work.
6. Unit rate, quoted by the tenderer against respective items of BOQ shall be deemed to allow for all minor constructional details which are not specifically shown on drgs or given in the particular specification but are essential to the execution of the work in a workmen like manner and sound construction. In case of difference of opinion between the contractor and Engineer-in-Charge as to whether or not certain items of works constitute minor constructional details which is deemed to have been included in the contractor's quoted prices, the decision of the Accepting Officer shall be final, conclusive and binding.
7. 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.
8. The description of Schedule ‘A’ items in BOQ sheet (Excel format) shall be read in conjunction with particular specifications.
9. **All the items unless otherwise described as "supply only", "Fixing only" shall be deemed to be inclusive of "Materials and labour" complete (Supply and fix, material and labour etc).**
10. The unit rates quoted by the contractor ‘rate’ column of BoQ shall be net inclusive of all charges such as :-
 - i) Goods and Service Tax
 - ii) Insurance
 - iii) Packing and unpacking
 - iv) Transport and delivery
 - v) Work contract tax and labour welfare tax

SCHEDULE 'A' NOTES (Contd..)

11. The following abbreviations have been used in schedule/tender:-
- (a) RM - Running Metre
 - (b) Kg - Kilogram
 - (c) Sqm - Square Metre
 - (d) Cum - Cubic Metre
 - (e) Qtl - Quintal
 - (f) AGE - Assistant Garrison Engineer
 - (g) GE - Garrison Engineer
 - (h) CWE - Commander Works Engineers
 - (j) CE - Chief Engineer
 - (k) JE - Junior Engineer
 - (l) Lab - Laboratory
 - (m) Govt - Government
 - (n) Sch - Schedule
 - (o) Dept - Department
 - (p) MD - Ministry of Defence
 - (q) EIC - Engineer-in-Charge
 - (r) DRG/drg - Drawing
 - (s) SSR - Standard Schedule of Rates
 - (t) M&L - Material and labour
 - (u) S&F - Supply and fix
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 Sch 'A' (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 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. BLANK.
- 16 The quoted rates shall include Submitting three copies of detailed and completed reports consisting of each and every detail of locations, bore hole profiles and cross sections, description of soil strata, laboratory and field test results, soil bearing capacity etc. complete all and comments and recommendations on design and type of foundations to GE **duly vetted by NIT/IIT** complete all as specified and directed.

Signature of contractor
Dated:_____

AGE (Contracts)
for Accepting Officer

NAME OF WORK:- PROVN OF DEFI OTM ACCN FOR A TTR AT BAMBOLIM CAMP (PH-I OF II PHS) OF CEILING OF RS 4500.00 LAKHS(LISTING SER NO I/04)

SCHEDULE ‘B’
(See Condition 10 of IAFW – 2249)

ISSUE OF MATERIALS TO THE CONTRACTOR

SI No	Particulars	Unit	Rate	Place at which stores etc will be issued to the contractor	Remarks
1	2	3	4	5	6
-----N I L-----					

Signature of contractor
Date: _____

AGE (Contracts)
for Accepting officer

SCHEDULE ‘C’

LIST OF TOOLS AND PLANTS (OTHER THAN TRANSPORT WHICH WILL BE HIRED TO THE CONTRACTOR)

(See Conditions 15, 34 and 35 of IAFW-2249)

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

Signature of contractor
Dated:_____

AGE (Contracts)
for Accepting Officer

SCHEDULE ‘D’

TRANSPORT TO BE HIRED TO THE CONTRACTOR

(See Condition 16 and 35 of IAFW 2249)

Sl. No.	Quantity	Particulars	Rate per unit per working day	Place of issue of name	Remarks
1	2	3	4	5	6
----- NIL -----					

Signature of contractor
Dated:_____

AGE (Contracts)
for Accepting Officer

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

TENDER

To,

The President of India

Having examined and perused at the following documents: -

- 1. Specifications signed by AGE (Contracts).
- 2. Drawings as detailed in the specifications
- 3. Schedule 'A' 'B' 'C' and 'D' attached hereto
- 4. MES Standard Schedule of Rates –2009, Part I (Specifications) and 2020 Part II (Rates)(hereinafter and in IAFW-2249 referred to as the MES Schedule) together with amendment No 1 to 3 for Part I, 2009 as applicable to the above said schedule.
- 5. General Conditions of Contracts IAFW-2249 (1989 Print) together with amendment Nos 1 to 49 and errata Nos 1 to 20.
- 6. **WATER CONDITION 31 OF IAFW-2249: GENERAL CONDITIONS OF CONTRACTS:** Water will not be supplied by MES.

SHOULD THIS TENDER BE ACCEPTED I / WE AGREE

*(a) that the sum of Rs _____ (Rupees _____ only) forwarded as Earnest money shall either be retained as a part of Performance Security or be refunded by the Government on receipt of an appropriate amount of Performance Security, as per Condition 19 of IAFW-2249.

(b) To execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein at the item rates contained in the aforesaid Schedule 'A' or at such other rates as may be fixed under the provisions of Condition 62 of IAFW-2249 and to carry out such deviations as may be ordered vide Condition 7 of IAFW-2249 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) recognised by Govt. to be appointed by HQ Chief Engineer Southern Command Pune, or in his absence the officer officiating as Chief Engineer (SC) Pune whose decision shall be final, conclusive and binding.

- To be deleted where not applicable.

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

Brought forward from SI Page No_____ for the contract sum of Rs.....

(Rupeesonly)

Signature : _____

Name : _____
(In BLOCK CAPITALS)

In the capacity ofduly authorised to sign the tender for and on
behalf of
(in BLOCK CAPITALS)

Witness

Date :

Address
.....
.....

Postal address
.....
.....

Telephone No.....

ACCEPTANCE

..... Alterations have been made in this document and as evidence that
these alterations were made before the execution of the contract agreement and they have
been initialed by the contractor and **Shri Feroskhan S, AE(Civ), AGE(Contracts)**.The said
Officer is hereby authorised to sign and initial on my behalf of documents forming part of this
contract. The above tender was accepted by me on behalf of the President of India for the
item rate contained therein for the amended contract sum of
Rs.....(Rupees.....
.....only)

on day of

Appointment:

Signature _____
ACCEPTING OFFICER
GARRISON ENGINEER
PANAJI
GOA - 403001
(For and on behalf of the President of
India) Dated_____day of_____2024

GENERAL CONDITIONS OF CONTRACTS(IAFW-2249,1989 PRINT) FOR LUMP SUM 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 containing 33 Pages (Serial Page No. 21 to 53 with errata 1 to 20 and amendments 1 to 49 containing 26 pages as page Nos 54 to 79 enclosed with the tender documents) from 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 * me/us and is in my/our * possession and which I/We* have read and fully understood before submission of this tender.
3. *My/our signature there under is in token of * our having accepted the aforesaid amended General Conditions of Contracts together with errata and amendments (IAFW2249-1989 Print) and the clause relating to arbitration forming an integral part of this tender.

* Delete whichever is not applicable.

Signature of contractor

AGE (Contracts)
For Accepting Officer

Date:_____

SCHEDULE OF MINIMUM FAIR WAGES

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, Sl page Nos 81 to 90 shall form part of these tender documents.

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

Signature of Contractor

AGE (Contracts)
For Accepting Officer

Date:_____

- Notes: - 1. “Schedule of Minimum Fair Wages” referred to above is available for reference, in the office of GE Panaji.
2. * Delete whichever is not applicable.

SPECIAL CONDITIONS

1.0 GENERAL

1.1 The following special conditions shall be read in conjunction with General Conditions of Contracts (IAFW-2249 1989 print) including amendments and errata thereto. If provisions in these special conditions are at variance with the provisions in the foresaid documents, the provisions in these special conditions shall be deemed to take precedence there over.

1.2 The work under this contract shall be carried out in accordance with Schedule "A", the particular Specifications, drawings and other provisions in MES schedule.

1.3 The term General specifications referred to hereinbefore as well as referred to in IAFW-2249 (General conditions of contracts) shall mean the specifications contained in the MES schedule.

1.4 General rules specifications, special conditions and all preambles in the MES schedule shall be deemed to apply to the works under this contract. In case of any discrepancy the provisions in these documents shall take precedence over the aforesaid provisions in the MES schedule.

2.0 SECURITY OF CLASSIFIED DOCUMENTS (REFER CONDITION 2A & 3 OF IAFW-2249)

2.1 Contractor's special attention is drawn to conditions 2A and 3 of General Conditions of contracts (IAFW-2249) and also to the Indian Official Secret Act –1923 (particularly section 5). The contractor is bound by the provisions of the Act. The contractor shall not communicate any classified information regarding works either to sub contractor(s) or others without prior approval of 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 the documents on completion of the work or on earlier termination of the contract. The contractor shall alongwith final bill attach a receipt from the Engineer-in-Charge in respect of his having returned the classified documents as per condition 3 of the General conditions of Contracts (IAFW-2249).

3.0 **INSPECTION OF SITE AND RELEVANT DOCUMENTS (REFER CONDITON 4 OF IAFW-2249)** :- The contractor is required to visit the site of works and make himself thoroughly acquainted with the working conditions and of the approaches/accessibility to site availability of materials and all other relevant conditions affecting the completion of entire work. He is required to make himself fully acquainted with the nature and scope of work before tendering. For the purpose of inspection of relevant documents other than those sent herewith, the contractor is required to contact the Garrison Engineer who will give the reasonable facilities. The contractor shall be deemed to have visited the site before submitting the tender irrespective of whether he does it or not.

4. MATERIALS AND SAMPLES (REFER CONDITION 10 OF IAFW –2249)

4.1 The tenderer is advised to inspect samples of the local buildings materials maintained by the GE before submitting his tender. He will be deemed to have full knowledge of these materials whether he inspects them or not. The materials to be provided by the contractor shall conform to/shall be superior to the standard of samples displayed in the office of Garrison Engineer in matter of quality unless otherwise specified.

4.2 All materials unless otherwise specified (excluding the materials issued under Schedule 'B') supplied and incorporated in the works shall comply with the requirements of relevant Bureau of Indian Standards (BIS) including published as on the date of tender mentioned in the MES standard Schedule of Rates (SSR) mentioned herein before, duly ISI marked. Material having ISI certification marks issued by BIS only will be incorporated in the work except where specified "Makes" have been specified in which case such article/material/equipment of particular 'Make' specified shall only be incorporated in the works. In case the materials conforming to the relevant ISI may be incorporated in the works. These provisions shall supercede all the specifications given elsewhere in the tender documents.

Contd..

SPECIAL CONDITIONS (CONTD..)

4.3 The contractor shall produce samples of materials for incorporation direct to the GE and get them approved in the writing by the GE before commencement of work. All samples of materials, articles etc as approved shall be labeled as such and shall be signed by GE and contractor and kept in the safe custody of GE/Engineer-in- Charge.

5.0 RECORD OF MATERIALS

(a) Original vouchers/invoices for the following proprietary materials as required for execution of work shall be produced by the contractor before claiming RAR payments :-

- (i) Bitumen
- (ii) Cement
- (iii) Steel for reinforcement.

(b) In addition to the above any other proprietary materials which are not reflected but included in the work shall also be submitted by the contractor as per the direction of GE, his decision shall be final and binding.

(c) The vouchers/invoices shall be from the manufacturers and/or from their authorized agents for full quantity of respective items required for the work under this contract. These vouchers shall be endorsed, dated and initialed by the Engineer-in-Charge giving the contract number and name of work and a certified true copy of each such voucher signed both by the Engineer-in-charge and the contractor shall also be kept on MES record.

(d) The quantity brought to site shall be recorded in measurement books and signed by contractor and Engineer-in-Charge as a check to ensure that the required quantity have been brought to site for incorporation in the work.

(e) Proprietary materials brought at site shall be stored as directed by Engineer-in-Charge and those already recorded shall be suitable marked for identification.

(f) The contractor shall ensure that materials are brought to site in original sealed in containers or packing bearing manufacturer's marking except in the case of the total requirement less than the smallest packing.

6.0 BLANK

7.0 CO-OPERATION WITH OTHER AGENCIES

7.1 The contractor shall permit free access and generally afford reasonable facilities to other agencies or Departmental workmen engaged by Government to carryout their part of the works, if any, under separate arrangements.

7.2 The contractor's prices shall be deemed to cater for all the above contingencies and nothing extra shall be admissible on this account.

8.0 **DAMAGE TO EXISTING STRUCTURE/BUILDING** :- Any damage done to existing structure during the execution of work shall be made good by the contractor at his own cost and the site of work left clean and tidy on completion. Rectification/reinstatement/making good etc shall conform to the standard of materials originally used in the work and finalized work shall match with the existing work in all respects to the entire satisfaction of the GE. In case of any dispute on this account the matter shall be referred to the Accepting Officer whose decision in writing shall be final conclusive and binding.

9.0 **CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970** :- The contractor when required to employ more than twenty workmen on the works under this contract, shall be bound by the contract labour (Regulation and Abolition Act 1970) and rules framed under. No contractor can undertake or execute his work without a licence issued by a licensing Officer.

SPECIAL CONDITIONS (CONTD..)**10.0 MINIMUM WAGES : PAYMENT TO LABOUR (CONDITION 58 OF IAFW –2249)**

10.1 Refer condition 58 of IAFW-2249. The contractor shall not wages lower than minimum wages for labour as fixed by the Govt of India/State Govt/Union Territory whichever is higher.

10.2 The fair wages referred to in condition 58 of IAFW-2249 shall be deemed to be the same as The minimum wages payable as referred to above.

10.3 The contractor have shall have no claim whatsoever if on account of local factor and or regulations or otherwise he is required to pay the wages in excess of minimum wages as described above during the execution of work receipt except reimbursement refund of wages of labour specified hereinafter.

10.4 No payment to Contractors/firms shall be made unless proof of payment of wages to workmen is submitted by the Contractors/firms. In case of payments are made in cash, certificate will be submitted by the contractors/ firms along with undertaking by the concerned workmen asking for payment other than by cheque or by crediting in the bank account of the employee/ workmen.

11.0 ANTECEDENTS OF CONTRACTORS AND THEIR AGENTS REPRESENTATIVE

11.1 The contractor shall employ only Indian Nationals and his representatives servants, workmen and verify their antecedents and loyalty before employing them on the works. He shall ensure that no person of doubtful antecedents and Nationality is, in any way associated with the works and if for reasons of technical collaboration or other consideration, the employment of any foreign national is unavoidable, the contractor furnish full particulars to this effect to the Accepting Officer at the time of submission of tender. The GE shall have full powers and without giving any reasons to the contractor immediately cease to to employ in connection of this contract any Representative Agent, servant and workmen or employee whose continued employment in his opinion is undesirable. The contractor shall not be allowed any compensation on this account.

12.0 ELECTRICITY SUPPLY

12.1 Electrical energy required for lighting and power, purpose shall be made available by MES at one point near the contractor's shed marked in the site plan and KWH meter to register the power supplied shall be provided and installed by the MES. The contractor shall provide all necessary connection, cable fittings etc from the main switch in order to ensure proper supply of electricity.

12.2 The contractor shall be charged for the electric supply consumed for the work at Rs. 10.90/- per unit. (Rupees Ten and Paise Ninety only)

12.3 The aforesaid charge is inclusive of charges for meters to be installed by MES.

12.4 MES do not guarantee continuity of supply and compensation whatsoever shall be allowed for supply becoming intermittent or break down in the system .

13.0 Water: Refer condition 31 of IAFW – 2249

13.1 MES will not supply water to the contractor. The contractor shall make his own arrangements for water if required for the work.

Contd.

SPECIAL CONDITIONS (CONTD..)

14.0 Blank

15.0 **SECURITY AGAINST LOSS OR DAMAGE**

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

- i) Particulars of plants/equipments, their make, model No, if any, Regn No, if any, capacity, year of manufacture and year of purchase etc.
- ii) Total No (quantity) on site of work.
- iii) Location, indication No, quantity of each location of site of work.
- iv) Purchase value on the date of purchase.

15.2 For the purpose of this condition, plant/equipment shall be given vehicle No i.e trucks and lorries but neither the workmen tools or any manually operated tools/equipment. The Engineer-in-charge shall record the particulars supplied by the contractor in works dairy and send the return to the GE for record in his office.

16.0 **BLANK**

17.0 **ROYALTIES**

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

18.0 **PERIOD OF KEEPING THE TENDER OPEN**

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

19.0 Blank

20.0 SITE CLEARANCE

20.1 (Refer condition 49 of IAFW-2249, General Conditions of Contract). The contractor shall remove from the site unused stores and huts and the like belonging to the contractor provided for the execution of work under this contract and the site of works shall be cleared off all rubbish and waste materials by the contractor and the site of work delivered in clean and tidy manner to the satisfaction of the Engineer-in-Charge on before the date of completion. Nothing extra whatsoever shall be paid to the contractor for such clearance of site.

20.2 The contractor shall clean all floors, remove cement/lime/pain drops etc clean the joinery, glass panes etc, touch up all painting work and carry out all other necessary items of work in connection there with and leave the whole premises clean and tidy to the entire satisfaction entire satisfaction of the Engineer-in-Charge before handing over the buildings.

21.0 **QUALITY OF WORK AND FINISHES :-**

21.1 The workmanship for the different works included in the Schedule 'A' shall be as per standard requirements.

21.2 Blank

22.0 **OUT OF POCKET EXPENSES :-** Out of pocket expenses incurred by the tenderer in submitting this tender shall not be reimbursed whether tender is accepted or not.

SPECIAL CONDITIONS (CONTD..)

23.0 AVAILABILITY OF LAND FOR STORAGE OF MATERIALS

23.1 Delete the following in para 1 of condition 24 of IAFW –2249, General Conditions of Contracts” In the event of areas of land.....allotted to him.]

23.2 The contractor shall be allotted free of charge, the area marked on layout plan for the purpose of erection of temporary workshop, stores etc. No Defence land is available for accommodation of labour and canteen for which contractor shall make his own arrangement at his own expenses.

24.0 CONDITIONS OF WORKING IN RESTRICTED AREA

24.1 Work under this contract lies in restricted Area.

24.2 Visit To The Site Before Tendering :- Permission to enter the Restricted Area at the time of submission of tenders can be obtained through the GE. Tenderers are advised to send prior intimation to the GE about the particulars of their agents, representatives etc, if any, dates any time of their proposed visits so that necessary arrangements may be made by GE to secure admission whether a tenderer visits the site or not be shall be deemed to have full knowledge of the restrictions on entering into/exit from and working within the Restricted Area.

24.3 ENTRY/EXIT :- The contractor, his agents(s), representatives, workmen etc and his materials, carts trucks or other means of transports etc will be allowed to enter through and leave from only such gate or/gates and at such times as the GE or authority in charge of the Restricted Area may at their sole discretion permit to be used. The contractor’s authorized representative is required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc to the personnel incharge of the security of Restricted Area.

24.4 IDENTITY CARDS OR PASSES :- The contractor, his agents and representative are required individually to be in possession of an identity Card or pass duly verified by the Police Department. The Identity Card or pass will be examined by the security staff at the time of Entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

24.5 IDENTITY OF WORKMEN

24.5.1 Every workmen shall be in possession of an identity card. The identity card will be issued after through investigation of the antecedents of the labourers by the contractor and attested by the Officer-in-Charge of the unit concerned in accordance with the standing rules and regulations of the units.

24.5.2 Contractor shall be responsible for the conduct and action of his workmen, agents and representatives.

24.6 SEARCH :- Though search of all persons and transport shall be carried out at each gate and for as many time as a gate is used for entry or exit and may also be carried out at any time or any number of times at the work site with the Restricted Area.

24.7 FEMALE SEARCHES :- If the contractor desired to employ female labour on works to be carried out inside the area of a factory, Depot, Park etc and a female searcher is not borne on the authorised strength of the factory, Depot, Park etc at the time of submission of the tender, he shall be deemed to have allowed in his tender for pay and allowances etc for a female searcher (class IV servant/Group ‘D’ servant calculated for the period of female labour is employed by him inside the area. If more than one contractor has/ have to be employed in addition to the additional female searchers (s) shall be distributed on an equitable basis between the contractors employing female labour taking into consideration the value and period of completion of their contracts. The GE’s decision in regard to the amount recoverable on this account from any contractor shall be final and binding.

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SPECIAL CONDITIONS (CONTD..)**24.8 WORKING HOURS**

24.8.1 The units controlling restricted area, usually work during six days in the week and remain closed on the 7 day. The working hours available to contractor's labour and staff are however, appreciably reduced because of the time taken in security checks carried at the time of entry, exit and during working hours.

24.8.2 The exact working hours of the days and non-working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting his tender. The tenderers attention is invited to the fact that the total number of working hours for a unit are prescribed in regulations and they can not be increased by the Garrison Engineer.

24.8.3 Contractor's materials transport etc, shall normally be permitted to go out of the area between 8.00 AM to 6.00PM only.

24.8.4 Contractor's may also be allowed to carry out the work beyond 6.00 pm and upto 8.00 pm (day and night). However no movements or materials and transport out of site of works shall be permitted during night unless special permission obtained from the factories/unit authority.

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

24.8.6 The contractor or his workmen shall not be permitted to work on Sundays, Holidays or after normal working hours without prior written permission of the GE./AGE(I).

24.8.7 ACCESS TO RESTRICTED AREA AFTER COMPLETION OF WORKS After the works are completed and surplus stores etc returned to the contractor, his agents, representatives or workmen etc may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the GE.

25.0 MINOR AND MISSING DETAILS

25.1 The lumpsum quoted by the tenderers shall also include for any minor details of works and/or construction which are obviously and fairly intended and which may not have been specifically referred to in the tender documents but which are essential for the execution and completion of the work in a workman like manner and sound construction.

25.2 If certain details are missing, in that case, the details indicated elsewhere in the drawings which are similar or near to the missed out items of work shall be followed. In the absence of any other similar, and near details, the minimum essential requirement for the completion of work from the structural and utility point of view shall be deemed to be included in the amount quoted.

25.3 In the case of difference of opinion between the contractor and department as to whether or not a certain item of work constitutes minor extra constructional details included in the lumpsum amount quoted or not the decision of the Accepting Officer shall be final, conclusive and binding.

26.0 REIMBURSEMENT/REFUND ON VARIATION IN TAXES DIRECTLY RELATED TO CONTRACT VALUE

(a) The rates quoted by the Contractor shall be deemed to be inclusive of all taxes (GST 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) here-in-below.

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SPECIAL CONDITIONS (CONTD..)

(b) (i) The taxes which are levied by Govt at certain percentage rates of contract sum/Amount shall be termed as "taxes directly related to contract value" such as Sales GST and like but excluding Income Tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to Contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to Contract Value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the Contractor and any decrease in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tender shall be refunded by the Contractor to the Govt/ deducted by the Govt from any payments due to the contractor. Similarly imposition of any new "taxes directly related to Contract value" after the last due date for receipt of tenders shall be reimbursed to the contractor and abolition of any "taxes directly related to contract value" prevailing on last due date for receipt of tenders shall be refunded by the Contractor to the Govt/deducted by the Govt from the payments due to the Contractor.

(ii) The Contractor shall, within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any further "taxes directly related to Contract value", give written notice thereof to the GE stating that the same is given pursuant to this Special Condition, together with all information relating there to which he may be in a position to supply. The Contractors shall submit the other documentary proof/informations as the GE may require.

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

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

(v) Form 'D' shall be issued by the department to the contractor in respect of such items of the equipments required for the works, the procurement of which shall be required for payment of interstate sales tax by the contractor. Form 'D' shall be issued in the name of contractor only. However, if the Sales Tax authority abolish Form 'D' for inter State Tax, no such form shall be issued and no claim in respect of compensation or otherwise on this account shall be admitted from the Contractor.

27.0 SECURITY AND PASSES

27.1 Contractor's attention is invited to condition 25 of IAFW-2249. He shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall on demand by the Engineer-in-Charge submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge as to the bonafide of such people.

27.2 The Engineer-in-Charge shall at his discretion have the right to use passes as per rules and regulations of the installation/Area in force to control the admission of the contractor, his agents employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer-in-Charge or the authorities concerned and in any case on completion of work.

27.2.1 The contractor and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the installation/Area in which the work is to be carried out eg, prohibition of smoking and lighting, fire precautions search of persons on entry and exist, keeping to specific routes, observing specified timing etc, nothing extra shall be admissible for any man hours etc, lost on this account.

28.0. CONDITION FOR CONCILIATION

(a) Consequent to enactment of the Arbitration and Conciliation Act 1996, with an objective to encourage settlement of disputes which may arise under the contract as interim Arbitration special condition for conciliation is included.

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SPECIAL CONDITIONS (CONTD..)**28.1 SCOPE OF CONCILIATION**

- (a) Refer condition 71 of IAFW-2249.
- (b) Sole Conciliator will be appointed by the Chief Engineer (NW) Kochi on request of party in the contract.

28.2 COMMENCEMENT OF CONCILIATION PROCEEDINGS

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

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

28.2.3 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

28.3 Number of Conciliations. There shall be a Sole Conciliator.

28.4 Appointment of conciliator :- All disputes brought out in Para 28.1.1 (a) to (e) above shall be referred to the sole Conciliator viz Serving Officer not below the rank of Superintending Engineer/Superintending Engineer (QS &C) having degree in Engineering or equivalent or having passed final/direct final examination of Sub Division II of Institution of Surveyors (India) to be appointed by the Chief Engineer (NW) Kochi or in his absence the Officer officiating as Chief Engineer (NW) Kochi in writing.

28.5 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 it is an arbitral award on agreed terms.

28.6 On finalisation of conciliation proceedings the settlement agreement shall be signed by Accepting Officer on behalf of Union of India and Contractor or his accredited representative duly agreed and accepted.

28.7 The amount of settlement shall be treated as an agreed amount payable under the contract and such payment shall be processed through hand receipt.

29.0 EMPLOYEES PROVIDENT FUND AND MISC PROVN (EPF & MP) ACT

29.1 All the workers deployed by the contractor and sub contractors are enrolled as members of provident fund and should be given a Universal Account Number (UAN). It shall be ensured by the Engineer- in- Charge and GE before processing RAR / Final bill that all the workers employing directly or indirectly by a contractor are registered for EPF and due contribution have been credited in to their Account. A certificate to this effect shall be attached with the RAR / final bill.

30.0 LICENSE TO CARRY OUT ELECTRICAL WORKS

30.1 It shall be ensured that rule 45 of IE Rules (1956) shall be complied with. The contractor shall employ persons having valid license from competent authority in their establishment for the subject work. Contractor shall upload copy of valid electrical of their employ along with tender.

31.0 SUPERVISION OF WORKS:-

31.1 Contractor shall employ the following personnel for supervision of works:-

- (a) 01 Graduate Engineer in Civil Engineering having not less than 2 years experience.
- (b) 01 Diploma holders in Civil engineering not less than 4 years experience in the (01 No)

SPECIAL CONDITIONS (CONTD..)

32.0 COVID PROTOCOL

32.1 Adequate precautions shall be taken to prevent epidemic infections. Adequate number of face mask, hand wash facilities, hand rub liquid, sanitizers etc shall be provided to staff and workmen. Quoted rates are deemed to inclusive of these provisions.

33.0 CONSTRUCTION LABOUR WELFARE TAX : Consequent upon promulgation of ordinance by the president of India, the contractor is liable to pay element for construction labour welfare tax. The rates quoted by the contractor shall be inclusive of this tax. Rate of labour welfare tax shall be 1% of the gross value of work done.

(Signature of the Contractor)
Dated : _____

AGE (Contracts)
For Accepting Officer

PARTICULAR SPECIFICATIONS

NAME OF WORK:- PRELIMINARY ACTIVITIES IN RESPECT OF AMWP WORKS FOR SOIL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR THE WORK " PROVN OF DEFI MD ACCN FOR OFFRS, JCOS & OR AT BAMBOLIM UNDER GE PANAJI(GOA) (PH-1 OF TWO PHS) (LIST-1/SER NO 02 OF AMWP 2023-24)

GENERAL

- 1.1 The following specifications shall be read in conjunction with the general condition of contracts IAFW-2249 and IAFW-1779A including Errata/Amendments thereto. If any provision in these particulars specification is at variance with that of the aforesaid documents, the former shall be deemed to take precedence there over.
- 1.2 The work under this contract shall be carried out in accordance with schedule of works the particular specifications, General Specifications and other provisions in MES schedule, read in conjunction with each other.
- 1.3 The term General specifications referred to here-in-before as well as referred to in IAFW-2249 (General conditions of contracts) shall mean the specifications contained in the MES Schedule. SSR wherever mentioned shall mean the MES Schedule.
- 1.4 General rules, specifications, special conditions and all preambles in the MES Schedule shall be deemed to apply to the works under this contract. Unless mentioned other-wise in these documents, the provisions in these documents shall take precedence over the aforesaid provisions in the MES Schedule.
- 2.0 **SOIL INVESTIGATION:**
- 2.1 **SCOPE OF WORK:** The scope of work under this contract is as described in Schedule "A", as specified in Particular Specifications and as directed by the Engineer-in- Charge. Accepting Officer may, at his absolute discretion change the site during currency of contract. In the event of his decision to change the site, the contractor shall not be entitled to any extra payment.
- 2.2 The scope of work of this contract is for full, final and entire completion of "PRELIMINARY ACTIVITIES IN RESPECT OF AMWP WORKS FOR SOIL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR THE WORK " PROVN OF DEFI MD ACCN FOR OFFRS, JCOS & OR AT BAMBOLIM UNDER GE PANAJI(GOA) (PH-1 OF TWO PHS) (LIST-1/SER NO 02 OF AMWP 2023-24)"
- 2.3. The Contractor shall carry out the works as described in Schedule "A" and these Particular Specifications.
- 2.4 Contractor shall carry out the services required in terms of this Agreement, according to accepted norms of sound engineering practice and conforming to Indian Standard Codes and/or other applicable international codes. The Contractor shall be responsible for the technical soundness and accuracy of the services rendered.
- 2.5 Contractor shall supply to the Department all the documents listed in Schedule "A".
- 2.6 The calculation sheets, drawings, reports and similar documents along with bore hole location provided by Contractor in terms of this Agreement to the Department shall remain in property of the Department and the Department shall have right to use document / design and drawings only for the purpose for which it is prepared for the Project at the Department's sole discretion.
- 2.7 In matters related to planning, design and execution of the structures which shall be based on Contractor's recommendations and reports, the Contractor shall be liable to render advice and clarifications during planning, design and execution of the project till final its completion is certified by Department.
- 2.8 Contractor shall use the data and other information supplied by the Department solely for the purpose of performing and carrying out his obligations under this Agreement and shall not disclose the same to any other person, except to the extent required in performance of the work of the Project, and shall maintain utmost secrecy.

PARTICULAR SPECIFICATIONS (CONTD)

- 2.9 Contractor shall not, without the consent in writing of the Department, publish any article or photographs relating to the Project, but the Contractor can publish this in their list of projects, experience and project profiles after obtaining permission from Department at an appropriate time.
- 2.10 For providing Consultancy Services as stipulated in this Agreement the Department shall pay to the Contractor as specified in Schedule "A".
- 2.11 If the Department requires that the Contractor should provide additional Consultancy Services other than that listed in Schedule "A" shall provide the same at rates mutually agreed.

2.2 FIELD INVESTIGATION:

- 2.2.1 The field investigation shall consist of sinking boreholes by boring, chiseling and drilling, conducting standard penetration tests, collection of disturbed and undisturbed soil sample, collection of blocks sample of soil/disintegrated rock and core samples of rock, collection of water samples etc. The soil, rock and water samples collected at field shall be properly preserved and transported by the contractor to recognized and approved soil testing laboratory for conducting necessary laboratory tests. All field information and test result shall be collected, collated and presented in the form of soil investigation report with necessary drawings, curves, charts, tables, calculations etc. The contractor shall provide all materials, surveying instruments, plant, instruments, equipment, ken ledge and labour required for carrying out the soil investigation work complete in all respects. Setting out and taking levels at site of all soil investigation locations i.e. boreholes etc. are included within the scope of work. The Contractor shall perform soil investigation work as specified, in various areas of the plant, in order of priority decided by the Engineer-in-Charge during the course of field and laboratory work.

2.3 LOCATION:

- 2.3.1 Locations and number of boreholes shall be decided by GE/ Engineer-in-Charge and as per IS codal provisions. The locations may be shifted if required based on availability of clear fronts at site and to accommodate any changes in layout. The final locations will be confirmed to the contractor at site before commencement of the work by the Engineer-in-Charge. The contractor shall do the necessary setting out and take levels with his own surveying instruments and get the approval of the same from the Engineer-in-Charge or his representative before commencement of work. The locations may be modified at site in consultation with the Engineer-in-Charge.

2.4 BORING:

- 2.4.1 Boring shall be done generally in accordance with IS-1892, employing mechanically operated equipment. Boreholes of nominal diameter shall be sunk employing shell and auger equipment or other approved method, to the envisaged depth. Wash boring shall not be permitted above the level of Ground Water Table (GWT). In case of boring through hard slag and heterogeneous fill, the boreholes may have to be advanced by using equipment of larger diameter. In such cases, the borehole diameters may be increased up to 550mm (maximum). Before commencement of boring, at each borehole location, a 1mx1m pit up to a depth of 0.5m shall be excavated to identify any possible underground obstructions like electrical, water, sewage or other service/utility lines. In case of exposure of rock surface within 2m. depth, confirmatory bore holes to be made at a distance of 5-6m to check whether it belongs to hard rock strata or not.

PARTICULAR SPECIFICATIONS (CONTD)**2.4.2** Temporary casing shall be provided to side collapse of boreholes, if required at site.

When the rate of advancement of boring with shell and auger falls to 30 cm in 30 minutes, chiselling will be employed to extend the borehole. Chiselling will be done till the rate of advancement falls to 30 cm in 60minutes. Rotary drilling will then be resorted to using TC coring bit in the borehole. The size of the drill holes will be normally 'NX' (73mm), but may be receded to 'BX' (60mm) depending on strata conditions. Diamond bits will be used for drilling in compact hard rock. All the above changes will be made with the approval of the Engineer- in-Charge or his representative. Boreholes shall normally be terminated at 20m below EGL or 1m into compact hard rock whichever is met earlier. Drilling in rock and collection of rock samples shall be in accordance with IS 4464.

2.4.3 Records of borings shall be maintained by the contractor in accordance with Appendix-C of IS-1892. The boring records shall indicate bore hole number, time and date of start and completion of boring, type of boring and/or drilling, diameter of boreholes at different depths, depth of casing, existing ground level, level of standing subsoil water including loss or gain of water in borehole, description and thickness of various strata including their depth below existing ground level, 'N' values from standard penetration tests, number and type of soil samples collected and the depths at which samples were taken and all other relevant data. All boring records shall be incorporated by the contractor in the soil investigation report.**2.5 OBSERVATION OF GROUND WATER LEVEL:****2.5.1** While sinking boreholes, the contractor shall carefully record the level at which sub-soil water is first encountered. Standing sub-soil water level shall be observed in boreholes everyday at the beginning of the boring work. On completion of each borehole, the contractor shall allow sufficient time for the ground water to come to a steady level and record the static sub-soil water table. All such records shall be included by the contractor in the soil investigation report. Method for determination of water level in a borehole shall be according to IS 6935.**2.6 SAMPLING:****2.6.1** Disturbed samples shall be collected from boreholes at every change of stratum whichever is earlier and stored in polythene bags in accordance with IS-1892. Samples collected from the cutting shoe of the undisturbed soil sampler, split spoon sampler and lump samples from the auger shall be placed in suitable containers, labelled and preserved by the contractor as disturbed samples. Undisturbed soil samples shall be collected from boreholes in accordance with IS-1892 and IS-2132 by open drive thin walled tube sampler having outside and inside diameters of 106mm and 100mm respectively and 450mm long, at 1.5m intervals or at every change of stratum, whichever is earlier or at depth as decided by the Engineer-in-Charge. After recovery, the tubes containing undisturbed soil samples shall be cleaned, waxed, capped and labelled according to IS-1892 and IS-2132 for onward transmission to the laboratory by the Contractor, Special care shall be taken during handing and transportation of the samples. All samples shall be marked with date, bore hole No and depth of sampling.**2.6.2** Block samples of soil/rock shall be collected from plate load test pits to ascertain their engineering and physical properties. The minimum size of the samples shall be 150mmx150mmx 150mm.

PARTICULAR SPECIFICATIONS (CONTD)

- 2.6.3 Water samples shall be collected by the Contractor in consultation with the Engineer- in-charge from ground water, from boreholes and from test pits for the soil investigation work or from other available source. The samples shall be collected as per IS-1892. The Contractor shall take adequate care in collecting the water samples and ensure that the samples represent the true characteristics of water. The quantum of samples shall also be adequate to ensure that all specified be collected in standard sampling bottles, properly sealed and labelled or onward transmission to laboratory. Each sample label shall display the source, location and depth from where the samples have been collected, data and time of collection and initials of the Contractor.
- 2.6.4 Upon completion of each borehole, the contractor shall submit to the Engineer-in-Charge one set of soil/rock samples properly preserved in polythene bags/boxes with sample labels. Each sample label shall display the source, location and (with R>L) etc. from where the samples have been collected and also the description of the soil and rock as per IS classification.
- 2.6.5 For drilling through rock, cores shall be collected and stored in wooden core boxes in sequence of depths of collection and labelled properly indicating depth and date of collection.
- 2.6.6 Standard Penetration Test shall be conducted at field in accordance with IS.2131-1981. Selected cores shall be transported to the approved laboratory for testing. The remaining core samples shall be handed over to the Engineer-in-Charge in core boxes.

2.7 SOIL INVESTIGATION REPORT:

- 2.7.1 The contractor shall submit 06 (Six) copies of the final soil investigation report in English language. The final soil investigation report shall include complete compilation and consideration of all available data, in-situ and laboratory tests conducted contractor's interpretation and inference of result of shall in-situ and laboratory investigation. It shall include general description of site, geology of the area, soil investigation procedures, description and characteristics of soil and rock, sub soil conditions, description and results of all in-situ and laboratory tests as per relevant IS. The report shall also include drawings showing test locations, borehole logs, subsoil profile, load-settlement and time-settlement curves, tri-axial and unconfined compression test diagrams etc.
- 2.7.2 The contractor shall ensure that all observations made during the field investigation and results of all laboratory tests are incorporated in the final report. The contractor shall perform adequate in-situ and laboratory tests to study and establish the properties of all sub- soil and rock layers.
- 2.7.3 The report shall specify allowable bearing capacities at various depths considering strength and settlement criteria and estimated settlement for different sizes of foundations for given intensity of loading. The report shall include assessment of ground condition and indicate types of foundations to be adopted for different sub-soil, including existing fill if any, and rock strata. The report shall also include precautions and special measures, to be taken for design and construction of foundations, for example, precautions to be taken for construction of foundations/sub-structures in existing fill, if any, making keep excavations, dewatering etc. Prior to submission of final soil investigation report, the contractor shall submit draft final report for comments, if any, to the Engineer-in-Charge.

PARTICULAR SPECIFICATIONS (CONTD)

2.7.4 Any additional information as may be required to be obtained and incorporated in the report on drawings, as may be thought necessary pertaining to this site and the work shall be obtained by the contractor at his cost and his offer is deemed to cater for the same.

2.8 VETTING OF THE REPORTS:

2.8.1 All the soil investigation reports shall be got vetted and the type of foundation based on the soil investigation report shall be got recommended by any IIT/NIT/NABL Accredited Lab. Vetting shall be got done with in the period of completion mentioned in tender.

2.9 SAFETY CODE:

2.9.1 The contractor shall take adequate safety precautions and ensure complete safety and prevention of accidents at site and shall be entirely responsible for the complete safety of his workmen working at site. These shall include barricading with pipes/safety tapes, lights, flags, keeping safety watchmen and supervisors etc.

2.10 KEEPING WORKS FREE FROM WATER AND OBSTRUCTIONS:

2.10.1 The contractor shall provide and maintain at his own cost, pumps and other equipment to keep the work areas free from water, other obstructions and continue to do so till the completion of the work

2.11 REMOVAL OF VEGETATION:

2.11.1 The contractor shall clear all vegetation, sod, rubbish etc from site as may be required to carry out the soil investigation work and dispose them suitably in areas.

3.0 STANDARDS:

3.1 Unless otherwise specified herein, all latest applicable codes and standards of the Bureau of Indian Standards shall govern the work in respect of design, workmanship, quality and properties and materials and method of surveying etc.

3.2 The work shall be executed according to the specification and good standard of practice necessary to fulfill the objectives of the survey work strictly in accordance with the instruction and satisfaction of the engineer-in-charge.

4.0 SECURITY:

4.1 Data generated is to be treated strictly as confidential and not to be divulged to any third party under any circumstances. The preliminary survey records/field work records shall be forwarded to the department prior to finalization of drawings/reports.

5.0 INSPECTION:

5.1 The contractor shall make all arrangements of men, material, instruments necessary records and field data etc. at the work site for checking of the work to the satisfaction of the Engineer-in-Charge or his authorised representative during the progress and on successful completion of the work. The contractor shall intimate well in advance before final decamping from work site so that the final work can be inspected by the Engineer-in-Charge. This will form a part of the work for release of payments.

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PARTICULAR SPECIFICATIONS (CONTD)**6.0 SAFETY CODE:**

- 6.1 While executing the work, the contractor should follow the MES safety code brought out in Annexure 'B' to IAFW-2249 (General Conditions of Contracts) without fail.
- 6.2 The contractor shall provide all necessary and sufficient tools and instruments to his tradesmen. These tools and instruments shall be new and in working condition. The contractor shall check the condition of the tools and instruments from time to time and shall also provide the additional tools/safety equipment/instruments as instructed by Engineer-in- Charge.
- 6.3 The workmen shall be provided with protective devices and shall wear them while working. In case any accident/injury/fatal or partial disability happened, the contractor shall be solely responsible for settling all claims/compensation. Department will have a right to recover any sum indicated/claimed by Labour Commissioner/Court directive. Engineer-in- Charge will however ensure that contractor has provided all adequate and required means to the workmen and contractor shall get his personnel covered by insurance at his own cost and proof for the same shall be submitted to GE Panaji.
- 6.4 The contractor shall make necessary safety measures for his workmen in accordance with IS standard practice and IE rules/Labour Rules. The tradesmen personnel shall be provided with protective clothing and shall wear them while working. Any accident causing minor/fatal injury, partial disability due to any untoward incident and non-adherence of safety and IE regulations, the contractor shall be solely responsible for settling all claims of compensation to the deceased, failing which department will have a right to recover any sum indicated/claimed by Labour Commissioner/Court Authorities. No claim whatsoever will be entertained in this regard.
- 6.5 The quoted rate includes preparation of conceptual plan/architectural/structural design and drawings and detailed estimates and vetting through IIT/NIT/NABL Lab and obtaining prior approval from Accepting Officer before execution. Any other work/services/utility, which is not included above but essential for the completion of the project, the same shall be deemed to be included in the BOQ/Sch "A" Items worked out by the Contractor. Obtaining all statutory clearances and certifications are included in the scope of work.

PARTICULAR SPECIFICATIONS (CONTD)

6.6 Complete consultancy services as undermentioned for buildings given below:-

Design and preparation of Architectural drawing , structural drawings, design of services and bill of quantities for building and internal and external services of watch tower building as mentioned in Sch 'A'/BOQ as under:-

(A) ARCHITECTURAL DESIGN AND DRAWINGS:-

(I) Preparation of site plan conceptual architectural drgs three proposal with latest architectural views in 3D (on latest AUTODESK software) with relevant details like plans ,elevations ,section ,layout plan etc. based on data and local architectural norms. The conceptual drgs shall be submitted in duplicate hard copies for approval of Users and Accepting Officer only after **Vetting of drgs from IIT/NIT/NABL Lab** only , since professional competency for vetting is not comparable with othe engineering establishments.

(II) After apprval of conceptual drgs. , the preparation of Architectural drgs incl. sch of finishes ,internal water supply and internal electric supply drgs incorporating required changes/ modifications, and submit the same in four copies. The working drgs shall be on A1 or A0 size as required standard scale and working details on standard scale as per requirements. The final drgs shall be got approved from Accepting Officer.

(iii) After approval of arch drgs of the proj, submission of final drgs in hard copy (tracing sheets) to be submitted to this HQ duly signed by an Authorised Architect of the Consultant with CA registered number.

(iv) Submission of 3D colour rendered Walk through of 3 mins
Note: The consultant shall be liable to issue amendments in drg as required for CEFEEES approved without any extra cost The rate quoted will include the cost of any such amended drgs.

(B) STRUCTURAL DESIGN AND DRAWINGS :-

(i) analysis and design of the structure as per latest IS codes in design software STAAD PRO/ ETABS (member /component design may be carried out in MS Excel /SAFE etc) also.

(ii) Preparation of structural drgs including all details in AUTO CAD incl original prints in tracing papers A1 size and submission of 5 sets of ammonia prints /white prints and one set of drgs in soft copy copied in CD (All drgs shall be drawn to a suitable scale and shall not be printed in "" fit to scale"" mode. Scale shall be clearly mentioned in the drawings. The preferred scales are as follows:- (i) Main Plan 1:100/150 (ii) Details of component 1 : 25 (iii) Minor details/ cross sections of columns and beams etc. 1: 10.

(iii) Vetting of design and drgs shall be done **from IIT/NIT/NABL Lab only**.

(iv) Submission of design folder (one set of soft copy and hard copy) containing input files of STAAD/ output of design and forces in tabular form, details of calculations, copy of MS excel pages ,one hard copy of arch and structural drgs, softcopy of all arch drgs. and structural drgs in AUTO CAD as well as soft copies of signed and certified drgs scanned in PDF format.

NOTES :- (i) Design shall be carried out by qualified structural engineers. (ii) All provisions in the IS codes shall be strictly adhered and forwarded. (iii) The drgs Shall be got approved from **Accepting Officer** before taking final prints. (iv) The consultant will be liable to attend the discussions and tender presentation after submission of drgs and issue required amendments drgs./ corrections as directed by the dept without any extra cost. The rates quoted in BOQ will include the cost of any such drgs.(vi) The consultant also visit the proposed site before carrying out design if required by him without any extra cost to the dept.

(C) PREPARATION OF B/R and E/M SERVICES:-

Preparation of Site plan/ drawings duly marked B/R and EM External services including schematic diagram for Internal water supply and internal electrification and providing BOQ of the services. Vetting of design and drgs shall be done **from IIT/NIT/NABL Lab only**.

PARTICULAR SPECIFICATIONS (CONTD)

(D) PREPARATION OF DETAILED ESTIMATES:-

Preparation of detailed estimate and item wise yard stick including taking off quantities and abstract as per **MES SSR 2020** , market rates analysis including preparation of tender and submission of details to GE Panaji as per approved drgs for the above specified work. Detailed estimates, yardstick and Market rate analysis reports shall be submitted in hard copies (03 copies minimum) on A4 pages and in Soft copy in Microsoft Excel/Word file only. Vetting of design and detailed calculations shall be done from **IIT/NIT/NABL Lab only**.

Signature of Contractor
Date :

AGE(Contracts)
for Accepting officer