

**MILITARY ENGINEER SERVICES**  
**NOTICE INVITING TENDER (NIT)**

1. A tender is invited for (see appendix 'A').
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is of a guarantee and is merely given as a rough guide and if the work cost more or less, a tenderer/bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with phasing, if any, indicated in the tender from the date of handing over the site, which will be on or about two weeks after the date of Acceptance of tender.
4. Normally contractors whose names are on the MES approved list for the area in which the work lies, and within whose financial category the estimated amount would fall, may tender/bid but in case of term contracts, contractors of categories SS to E may tender/bid. In case, where the tender amount is in excess of the financial limit of the contractor and the Accepting officer decides to accept the tender/bid, in which event the tenderer/bidder would be required to lodge additional security deposit as notified by the accepting officer in term of conditions of contract. Contractors whose names are on the MES approved list of any MES Formation and who have deposited standing security and have executed standing security bond may also tender/bid without depositing Earnest money along with the tender/bid and if the tender/bid submitted by such a tenderer is accepted, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender, failing which this sum will be recovered from 1<sup>st</sup> RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. Not more than one tender/bid shall be submitted 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 for the same contract as separate competitors. A breach of this condition will render the tenders/bids of both parties liable for rejection.
5. The Office of HQ Chief Engineer (AF) Nagpur 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 & 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 form and conditions of contract and other necessary documents shall be available on [defproc.gov.in](http://defproc.gov.in) / [eprocure.gov.in](http://eprocure.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 Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of Garrison Engineer (see appendix 'A') by a scheduled Bank or in receipted treasury Challan the amount being credited to the revenue deposit of the Garrison Engineer (see appendix 'A').



**MILITARY ENGINEER SERVICES**  
**NOTICE OF TENDER (CONTD.....)**

- 6.3 A contractor who is not enlisted for the area in which the work lies but whose names is in the MES approved list of any MES formation and who has deposited standing security and executed standing security Bond may tender/bid without depositing earnest money along with the tender; but if the Accepting officer accepts the tender/bid, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1<sup>st</sup> RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor.
- 6.4 A contractor who has executed standing security Bond but not corresponding to the appropriate class as mentioned above, shall lodge with the Accepting Officer, Additional security Deposit as notified by the Accepting Officer within thirty days of the receipt of his notification of acceptance of his tender/bid, failing which this sum will be recovered from the first RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However, in case where any payment is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender/bid, the amount of additional security deposit shall be recovered from such payment.
- 6.5 The GE will return the Earnest Money wherever applicable to all unsuccessful tenderers/bidders by endorsing an authority on the deposit 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 Security Deposit or will retain the same in part or full on account of security deposit if such a transaction is feasible.
- 6.7 Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer/bidder at the office of Accepting officer and concerned GE during working hours.
7. The tenderers/bidders are advised to visit site of work by making prior appointment with GE 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/bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription, whatsoever is liable to be rejected.
9. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.



**MILITARY ENGINEER SERVICES**  
**NOTICE OF TENDER (CONTD.....)**

10. Tenderers/bidders must be in possession of a copy of the MES Standard Schedule of Rates (see appendix 'A') including amendments and errata thereto.
11. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/bidder even of enlisted contractors of appropriate class merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, interalia and capability of the firm as per criteria give in Appendix 'A' to this NIT. The applicant contractor/ bidder will be informed regarding Non validation of his 'T' bid assigning reasons thereof through the defproc website. The applicant contractor/ bidder if he so desires may appeal to the next higher Engineer authority viz CHIEF ENGINEER SOUTHERN COMMAND on email id [dydrcontceengrpl-mes@nic.in](mailto:dydrcontceengrpl-mes@nic.in) with copy to the Accepting Officer on email before the scheduled date of opening of Finance Bid. The decision of 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 tender/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)/bid(s) 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. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
14. This **Notice Inviting Tender (NIT)** including Appendix 'A' shall form part of the contract.

**SIGNATURE OF CONTRACTOR**

Dated : 2022



**AAD(CONTRACTS)**  
**FOR ACCEPTING OFFICER**