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MILITARY ENGINEER SERVICES
NOTICE OF 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 not 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 shall be on or about two weeks after the date of Acceptance of tender.
4. Contractors whose names are on the MES approved list and within whose financial category the estimated amount would fall and unenlisted contractors may submit tender/bid subject to other criteria mentioned in Appendix A. However, in case of term contracts, enlisted contractors of Class SS to E may submit tender. Not more than one tender shall be submitted/uploaded by one contractor/ firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/bid for the same contract as separate competitors. Two firms shall be deemed to have business dealing if any of the partners/proprietor/director is common among both of them. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
5. The Office of **HQ Chief Engineer (AF) Nagpur** shall 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 towards cost of tender 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 <https://defproc.gov.in> site for download and shall form part of contract agreement in case the tender/bid is accepted.
- 6.2. **PERFORMANCE SECURITY**
 - (a) 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.
 - (i) A Bank Guarantee in the prescribed form from Commercial Bank(s).
 - (ii) Fixed Deposit Receipt from Commercial Bank(s).
 - (iii) Insurance Surety Bond.
 - (iv) Account Payee Demand Draft.
 - (b) 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.
 - (c) Failure of the successful contractor to comply with the requirements of clause 6.2(a) shall constitute sufficient grounds for cancellation of the award of work. Irrespective of whatever is mentioned in condition 19.3 of IAFW 2249 with regard to suspension of tenders on account of non-submission of Performance Security, issue of tenders to such tenderers shall remain suspended for a period of six months from the date of cancellation of contract under condition 19.3 of IAFW 2249 in case of unenlisted Contractors. In case of MES enlisted contractor, issue of tenders shall remain suspended till deposit of EMD or six months from date of cancellation whichever is later.

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NOTICE OF TENDER (CONTD.....)

- (b) All compensation or other sums of money payable by the contractor to the Government under the terms of this contract or under any other contract with Government may be deducted from, or paid by the sale of a sufficient part of the performance Security or from the interest arising there from or from any sums which may be due or become due to the contractor by the Government on any account whatsoever and in the event of his performance security being reduced by reason of any such deduction, or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realized by the sale of his performance Security or any part thereof. Government shall not be responsible for any loss of securities or any depreciation in the value of securities while in their charge nor for loss of interest thereon.
- (c) In the event of contract being cancelled, under condition 52, 53 & 54 of General conditions of contract, the performance security shall be forfeited in full and shall be credited into "Consolidated Fund of India."
- (d) Condition 19.1 of IAFW-2249 and condition 14A.1 of IAFW-1815Z provides for submission of Performance Security by the successful contractor in the form as stipulated.
- (e) The Performance Security shall be in favour of Accepting Officer and shall be in any of the forms mentioned above. Work Order No. 1 shall be placed only after Submission of Performance Security of adequate value by the contractor. In case a Fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the Performance Guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
7. **EARNEST MONEY DEPOSIT (EMD):** 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 receipted in favour of GE by a Scheduled Bank or in receipted treasury challan. The amount being credited to the revenue deposit of the GE (See Appendix 'A'). EMD exemption is allowed only in case of tenderers who are on the MES approval list of any MES formation and deposited standing security and executed standing security bond.
8. The contractor shall be recognized by the index No. of only his parent command and there will be no reference to his enlistment under any adjoining command facility / Parallel Enlistment facility.
9. 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.
10. 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.
11. 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.

