



HINDUSTAN AERONAUTICS LIMITED
HELICOPTER DIVISION
POST BAG NO. 1790
BANGALORE-560017. INDIA
GSTIN:29AAACH3641R1Z3



PHONE : 00 91 80 22323715/2512
FAX : 00 91 80 22314717
Email: dharmapad.sahu@hal-india.co.in

Tender No. : HD/CM-PM/CIVIL/WO420/22-23

Date: 07-12-2022

PART 'A' (TERMS & CONDITIONS-TECHNICAL BID)

(1. BID INVITATION)

1.	Tender No	HD/CM-PM/CIVIL/WO420/22-23
2.	Name of the Work	Civil works for installation of Magnesium line-2 Ultrasonic machine at Process shop in Helicopter Division.
3.	Tender Document Fee	Rs. 1120/-
4.	EMD	Rs.6950/-
5.	Estimated value of work incl. GST@18%.	Rs.6.95 lakhs
6.	Tender Released Date	07-12-2022
7.	Tender Due Date & Time	21-12-2022 & up to 14:00 HRS
8.	Tender Opening Date & Time	21-12-2022 & at 14:10 HRS
9.	Solvency	Rs. 2.78 lakhs
10.	Type of Bid	Two Bid System
11.	Mode of tendering	e-Tender through HAL e-Portal
12.	Completion Period / Duration of contract	03 months.

Note: The date mentioned in e-proc. Tender notification for opening of price bids is tentative.

Signature of Issuing Officer

Signature of Bidder



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2. INDEX

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The SI No. 1 to 11 is considered as Technical Bid (Part-A), SI No. 12 is considered as Price bid (PART-B),
The total no. of pages of the Tender is 68 duly read and accepted by Me/Us.

Signature of Issuing Officer

Signature of Bidder



3. NOTICE INVITING TENDER

Online E-tenders are invited in Two Bid System for the following work in E-mode and free view of Tender documents is available on HAL Website www.hal-india.co.in under link Tenders, E-Procurement portal (www.eproc.hal-india.co.in).

WORK DETAILS

Sl. No.	Description	Estimated Value (Rs.) Cost of Tender Document	Completion Period	EMD (In Rs)	Last date of online submission of tender Date of opening of tender	Latest Solvency Certificate issued not earlier than 12 mths (Rs.)	Similar Nature of Work	Tentative Date for Tender View on e-Procurement Portal
1	2	3	4	5	6	7	8	9
1.	Civil works for installation of Magnesium line-2 Ultrasonic machine at Process shop in Helicopter Division.	6.95 lakhs Rs. 1120/-	03 Months	6950/-	21-12-2022 Upto 14:00 hrs 21-12-2022 at 14:10 hrs	2.78 Lakhs	Civil/ Similar Works	07-12-2022

Interested bidders are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprises of Terms and conditions, Pre- qualification profiles and price bid. It is requested to download the Tender document on acceptance of terms & conditions. The prequalification profile and price bids duly filled may be uploaded on E-Portal of HAL using Digital Signature before the last date & time as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

The Experience and requisite Documents should be in the name of Bidder only and prior experience as any other business entity and / or requisite documents in the name of any other business entity shall not be considered.

A. ESSENTIAL/PREQUALIFICATION CRITERIA: [BIDDER HAS TO UPLOAD ALL SUPPORTING DOCUMENTS ALONG WITH THE TENDER]

- ANNUAL TURN OVER:** Average annual turnover during the last 3 years, ending 31st march of the previous year [Mar 2022], should be at least 30% of the approximate estimated amount put to tender. The agencies should upload profit & loss statement for the last three years duly certified by chartered accountant.
- Solvency:** The solvency required will be 40% of the approximate estimated amount put to tender. The solvency certificate shall be procured from a nationalized or scheduled bank and issued within a period of 12 Months from the final date of submission of the tender.
- Experience:** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:



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- a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice.
Or
b) Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice.
Or
c) One similar completed works each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice.

Note: (i) The work shall be completed as a whole. Partial value / completion are not to be considered.
(ii) In case of experience certificate obtained from Private organizations, the same shall be supported with TDS certificate, by the contractor
(iii) The meaning of "Similar work" for the purpose of tender is defined in NIT.
(IV) In case of Service contracts involving labours' supply, contractors/agencies possessing their own ESI Code No only need to apply along with proof of the same shall be uploaded. Price Bid shall be opened of only those who full fill this requirement.
(V) In case of other works, the contractors/agencies are required to comply with the provisions of ESI & PF act. The contractor shall be required to Indemnify HAL for any liabilities arising on account of ESI & PF act as per the proforma enclosed in this tender document. Please note that the ESIC, New Delhi has decided to extend the ESI Scheme to the Construction Site Workers deployed in the implemented areas w.e.f 01.08.2015 vide Circular No. P-12/11/11/60/2010-Rev.II Dated: 31.07.2015.

4. The contractor shall be liable for any loss caused to HAL due to financial or any other irregularities committed by the employed/labour deployed working under their contract.

B. Documents to be uploaded in the e-portal.

- I. Details of Constitution or Legal Status such as Certificate of Incorporation, shops & establishments, etc.,
- II. Registration with HAL/Other organizations if any,
- III. Copy of PAN/ GIR No., Registration certificate issued by Income Tax Authority.
- IV. Certificate of GST Registration/Acknowledgement.
- V. ECS details Like: Name of the Bank, MICR No. Branch, A/c No. where payments are to be credited along with scanned copy of Blank cheque.

C. General details

1. **EMD:** Earnest Money Deposit as specified against each work to be furnished in the form of Demand Draft / Bankers cheque / Pay Order drawn in favour of "Helicopter Division, HAL " payable at Bangalore, from a Nationalized Bank / Scheduled Bank, Deposit through any other form will not be accepted.
2. **Tender Cost:** The Tender cost as specified against each work to be submitted in the form of DD/ bankers cheque/Pay order drawn in favour of "Helicopter Division, HAL "payable at Bangalore, from a Nationalized Bank/Scheduled bank, Deposit through any other form will not be accepted.

The scanned image of Tender cost & EMD to be uploaded online along with the tenders and the details of DD no. date etc. are to be provided in the pre-qualification profile.



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The original drafts in sealed envelope for Tender fee & EMD to be dropped in Tender box kept at Helicopter Division, VIP gate/Reception before 14:00 hrs on the last date of submission for tender as mentioned in tender notice, failing which tender will not be considered. The original drafts in sealed envelope can also be sent by Post/Courier to below mentioned address so as to reach before due date and time. No consideration will be given for delay due to postal or any other reasons what so ever may be.

Chief Manager (Plant Maintenance)
Hindustan Aeronautics Limited., Helicopter Division,
Bangalore, Post Box 1790, Pin No. – 560017,
Tel: 080-22322512/3715.

NOTE:

1. Registered contractors with PEMD holder who wants to quote for higher category than registered shall be allowed to participate by paying individual EMD stipulated for that work, provided they meet all other eligibility criteria otherwise their offer is liable for rejection.
2. Tenders of those bidders who fulfil the criteria mentioned at “A” will be are considered for opening of Price Bid. Incomplete / invalid tenders are liable for rejection and no correspondence will be entertained in case of rejection.
3. Non-uploading of requisite documents due to negligence or ignorance by the bidders leading to disqualification will have to be borne by the bidder only. There shall be no claim whatsoever in this regard.
4. Contractors / agencies are subject to be disqualified, even though they meet the qualifying criteria, if they
 - a) Make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and / or
 - b) Have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.
5. Tender Documents duly filled & uploaded within the last date of submission as mentioned in the tender notice. The last date for receipt of Tender will not be extended under any circumstances, unless otherwise the date is declared a holiday for HAL, in which case the next working day will be treated as the last date of receipt of Tender document.
6. This ‘Notice Inviting Tender’ can also be seen in HAL Website www.hal-india.co.in under Tenders, HAL, Helicopter Division, Tenders and this tender notice forms part of the tender document.
 - i) This is an ELECTRONIC MODE of Tendering, any manual or mechanical errors committed before uploading or during the process of uploading the Document shall bound to be duly accepted by the bidder. The bidder shall not have claim whatsoever in this regard.
 - ii) Bidders are required to make the DATA ENTRY of the item rate in figures and rate in words. The rate to be inserted should invariably correspond to the “UNITS” given under Unit Column.



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iii) The Bidder shall download and sign the LETTER OF UNDERTAKING as per the format enclosed in the document and upload the same along with other document.

7. Agencies registered with National Small Scale Industries Corpn (NSIC)/ MSME having proper validity shall note following:

NSIC/MSME [Micro/Small] certificate holding firms are exempted from the payment EMD & Tender fee only as defined under "Public Procurement policy for Micro & Small Enterprises (MSEs) order 2012" as notified by the Govt. of India, Ministry of Micro, Small & Medium Enterprises, New Delhi vide Gazette Notification dt: 26.03.2012. Security Deposit has to be submitted on award of contract as proscribed in the tender document. However, any change in guideline in this regard by GOI shall be considered till opening of tender. Copy of the certificate showing registration with NSIC/MSME [Micro/Small] to be submitted along with Technical Bid.

BID SECURITY DECLARATION for NSIC/MSME [Micro/Small]: If the offer is withdrawn or modified during the period of validity, the vendor will be suspended for 02 years for quoting in Helicopter Division.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- i) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids and qualification of the bidders, HAL may, at its discretion, may seek any bidder for a clarification on their bid. Any clarification submitted by a bidder that is not in response to request by HAL, HAL reserve the right to accept or otherwise.
- ii) HAL reserves the right to seek confirmation/clarification from the issuing agency, on the supporting documents submitted by the bidder.

9. Any clarification/request for extension of due date if any, to be intimated to us before 3 days of due date of tender.

10. Interested agencies are required to follow the instructions provided on Page 07-08 to view, download, register on HAL e-portal including participation in tendering.

11. Corrigendum/addendum/amendments/clarifications. etc., with respect to works, if any, shall be hosted in HAL e-portal. Interested bidders/agencies are advised to visit HAL e-portal regularly as no separate information/advertisement shall be published in this regard including any postponement of tender opening date.

For, Hindustan Aeronautics Limited

Sd/--

[D.SAHU]







Chief Manager (Plant Maintenance)

Helicopter Division.

**For User id
and
Password**

1. Type website address <http://eproc.hal-india.co.in>
2. Click "New User Sign In", provide all the details.
3. Get the User id and password.
4. Vendors should have Class III digital signature.



<p>Tender only for Free View</p>	<p>To download the tender notifications and documents from website, follow the steps given below:</p> <ol style="list-style-type: none"> 5. Click "Tender Free View" under "Go to Tender" link on the home page. 6. Provide all or any one of the options like "Department" - WORKS, "Tender Number" -, "Region" - "Helicopter Complex-Helicopter Division-works" , "Estimated Cost", "Tender Request Dates (From and To)", "Tender Submission date" or "any key words from Tender Description" 7. Click "Submit" to view the results. A list of tenders shall appear on the screen. 8. Click  to view the cost free documents. 9. Click  to print the detailed tender notice. 10. Click  to print the tender notice.
<p>Login</p>	<ol style="list-style-type: none"> 11. Click / Double Click  to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer). Or 12. Go to Start > Programs > Internet Explorer. 13. Type website address http://eproc.hal-india.co.in in the address bar, to access the Login Screen.
<p>Participation</p>	<ol style="list-style-type: none"> 14. One should have User id, Password and Class III digital signature to participate in the tender online. 15. Enter the website using user id, password and digital signature. 16. Click "UnApplied" to view / apply for new tenders. 17. Click  request icon for participating tender in "UnApplied" stage and tender will move to "Inprogress" stage where tender documents can be downloadable.
<p>Download Documents</p>	<ol style="list-style-type: none"> 18. Click  to view the tender documents which are received by the user in "In progress" stage. 19. Tender document screen appears. 20. Click "Click here to download" to download the documents.
<p>Upload Files – Technical Sheet/Price or Commercial Sheet/ EMD/Mandatory Documents</p>	<ol style="list-style-type: none"> 21. Click "Click here to Attach the General Documents" to upload all the documents. This is the important and first step to be performed to avoid disqualification. 22. Click "Click here to enter EMD Details" to feed the EMD details and upload the scanned EMD. 23. When the user finishes with the filling and uploading of scanned BG/DD, the "Red Color" will automatically turn to "Black Color" which reflects that the user is two steps ahead for the submission. 24. Click "Click here to Download Empty Document" to download the Technical/Price Sheet and fill the same without changing the "File Name" and save on to the computer. 25. Click "Click here to Upload the Filled File", select the filled file which was already filled and saved in the same name. Click "Ok" to upload the filled Technical/Price Sheet to the tender. 26. Note that when the user uploads the filled Technical/Price Sheet, the "Red Color" will automatically turn to "Black Color" which reflects that user is ready for the final submission. 27. Provide all the mandatory documents requested by the official. 28. For uploading Support document first vendor has to upload all documents in "Document Library" and to attach the documents to tender click on particular



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	tender edit attachment and click on “Click here to attach general documents” and select the file and attach.
To Submit the Tender	29. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not because once submitted bids cannot be taken back. 30. Note down / take a print of bid control number once it displayed on the screen.
To Participate for the opening	31. Tender opening event can be viewed online. 32. Competitors bid sheets are available in the website for all the participated bidders.
e-Procurement Support Help Line	33. Ph: 080 – 22323697, 22323698, 40482000, 66561045.

4. INSTRUCTIONS TO BIDDERS

The following are the general instructions.

1. Rates quoted per unit (Basic Rate) should include basic cost of material, Labour charges (Minimum wages), PF, ESI, EDLI, Service charge, Supervision, Profit, any other levies, duties etc., except GST Tax. The applicable GST rate to be mentioned separately in the price bid.



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2. Goods and Service Tax [GST]:

- a. The vendor should have a valid registration with the concerned authorities of Tax department and a copy of such registration certificate should be submitted along with the offer.
- b. Vendor needs to verify the applicable GST for subject work and quote accordingly.
- c. If the vendor has not mentioned GST in the price bid, applicable GST rate will be loaded in the price bid and L1 will be evaluated.
- d. Vendor has mention SAC code for work.
- e. Price bids will be evaluated after loading applicable GST for the work.
- f. GST will be paid at actuals at the time of execution of contract/completion of contract.

3. The Tender shall be valid for a period of 90 days, from the last date of submission of the tender.

4. H.A.L. shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.

5. The bidder should give an undertaking that "He shall not associate nor has been associated in the past, directly or indirectly with consultant or any other entity that would prepare the Design, Specification & other documents of the project."

6. Late tenders and conditional tenders are liable to be rejected. The Company does not bind itself to accept the lowest or any tender or give any reasons for not doing so.

7. This being an item rate contract, the rate quoted shall remain firm and errors if any in the extension / total shall be subject to corrections. The quantities shown against each items are only approximate and hence any reduction / increase thereof during the currency of the contract shall not vitiate the contract. The approximate estimate value of this work is indicated above. This estimate however is not guarantee and is merely given as rough guide, and if the work costs more or less, a bidder will have no claim on that account.

8. The bidder shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Bidders are expected to clarify only such points as asked for specifically by the Accepting Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the bidder shall be liable for damages to the Company in consequence thereof. He shall, in addition, forfeit to the Company the EMD.

9. Any tender which propose any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.

10. The following requirements shall be strictly complied with

- (a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents to be uploaded online.
- (b) The drawing if any should be returned along with the tender documents.
- (c) Bidders shall ensure that their tender is up loaded well in advance before the time and date stipulated in the tender notification/documents.

11. 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 tender of both parties liable for rejection.

12. The submission of a tender by a bidder implies that he has read all the terms and condition of contract and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.

13. Bidders should be in possession of copies of latest MES SSR comprising of part I specification 2009 and Part II Schedule of Rates 2010 (hereinafter referred to as HAL Schedule) including amendments thereto.

14. Bidders must be very careful to deliver a bonafide, tender failing which the Accepting Officer at his absolute discretion shall reserve the right of forfeiting a part or full amount of the EMD/Security Deposit. Such tender must satisfy (each and every) all conditions laid down in this notice.



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15. The Company reserves the right to accept any tender either in full or in part, to reject all the tenders without assigning any reason. In the case of acceptance of part of the tender, completion time shall also be reduced to the extent considered appropriate, by the Accepting Officer.
16. This instruction shall be deemed to form an integral part of the contract to be entered for this work.
17. Tenders not submitted in the prescribed forms are liable for rejection.
18. The bidders shall depute their authorised representative at the time of opening the tender if they so desire. However such representatives shall be issued with authorization letter by the tenderers with the signature of representative duly attested.
19. Should a bidder find discrepancies of omissions in the drawings or any of the tender documents or should be in doubt as to their meanings he should at once address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially effect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
20. Where the tender called for, covers only the building work proposed and excludes internal services such as sanitary & water supply installations, electrification etc. as required for other works, the bidder have to phase his work to ensure smooth progress of work of other agencies as directed by the Engineer-in-Charge.
21. Where the tender schedule contains special items of work such as special floor finishes, foam concrete, for insulation's, special water proofing treatment to roofs etc., it will be entirely at the discretion of the Company to delete these items from the Price Bid and allot these items of work to other Contractors specialised in these works. In such cases, the main building Contractor will have to render all necessary co-operation to the other agencies involved so as to ensure smooth progress of all work.
22. The Contractors responsibility for this contract shall commence from the date of commencement mentioned in the Work Order which will be issued by the Engineer-In-Charge after acceptance of work.
23. If the bidder deliberately gives wrong information in his tender or creates conditions favourable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD and take Administrative Action against the bidder like non-issue of tenders etc, as deemed fit by Accepting Officer
- 24. PRECEDENCE FOR ACCEPTANCE**

If any contradiction/ variance is observed in different components of the tender, the following precedence shall be observed:

 - i. Tender Notice & Instructions to bidder shall have precedence over Special Conditions & General Conditions
 - ii. Description in Price Bid shall have precedence over particular specifications and drawings
 - iii. Special Conditions shall have precedence over General Conditions.
 - iv. In regard to the conditions, specifications and mode of measurement not covered above, those contained in MES SSR shall apply.
 - v. However, the Engineer-In-Charge shall be sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding on the contractor.
25. The bidder shall not increase their quoted rates in case the Accepting Officer negotiates for reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the bidder.
26. The work in general shall be carried out as per technical specification stated in Vol. III and items not covered shall be executed as per MES SSR part-1 specification 2009 and for items of work not covered in the SSR, BIS specifications, technical specification, particular specification & direction of Engineer in charge shall be followed.
27. Rate quoted shall also to include:
 - (a) Working hours as per factory timings
 - (b) Movement of men, material and stacking all as directed by the Engineer-in-Charge
 - (c) Removing of surplus materials and stacking all as directed by the Engineer-in-Charge
 - (d) Shall be for work on all floors and heights



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- 28.** Before tendering the bidders are advised to inspect the site of work, and its environments and be well acquainted with the actual working, restrictions in factory area, security procedures for entry of men and material, prevalent conditions, position of materials and labour, General and Special Conditions of contract, Instructions to bidders, Drawings and Specifications, MES SSR and all other documents which form part of the agreement to be enlisted into.
- 29.** In the event of a tender being submitted by a Partnership Firm, it is necessary to upload the Partnership Deed along with name of the authorized signatory to deal on this contract through a Power of Attorney by the other partners. The copy of the power of attorney along with the tender shall be uploaded.
- 30.** The tendered rate of item(s) against which no rate or amount is entered by the tender, will be taken as ZERO and the amount of such items (for the quantities mentioned in the bill of quantities) shall be deemed to have been covered by the rate, quoted for other items.
- 31.** The following records to be maintained at site in coordination with Engineer-in-Charge & Agency as applicable:

a) Works diary for all works	b) Works passing Register/ Material passing register for all works	c) Cement register / cement consumption register for all works
d) Steel register / steel consumption register for all works	e) Cube test register for all works	f) Site order book for all works
g) Hindrance register for all works	h) Sample approval register for major works	i) Dismantled material/ recovered items such as cut trees, rock/stones from the work site register for major works
j) Concrete design mix register for major works	k) Records of paints, bitumen, Anti-termite chemical, etc., register for all works	l) Any other registers which EIC considers necessary for monitoring the works
m) Material Testing Register for major works	n) Sample Approval Register for major works	o) Inspection Register for major works
p) Bills register [showing bill submission date, bill details & passed amount for running bills/material advance bills] for major works	q) Final bill register for major works	

- 32.** Contractors shall inspect the site and fully acquaint himself/themselves with the scope and nature of work, access, location and working condition. No claims will be considered later on the ground of ignorance or other wise of the conditions under which the work will have to be executed.
- 33.** Works shall be executed with approved quality and best workmanship.
- 34.** FORCE MAJURE clause is applicable only with the specific request by the contractor before commencement of the work so as to operate in the case of eventuality at a later date.
- 35.** In case of Service works, only agencies possessing their own ESI Code No & valid GST registration No. need apply along with proof of the same. Price Bid shall be opened to only those who full fill this requirement.
- 36.** The contractor shall be liable for any loss caused to HAL due to financial or any other irregularities committed by the employee / labour deployed working under their contract.
- 37.** All concrete shall generally conform to I.S. 456. Any concrete that does not conform to required strength shall be redone at the cost of contractors. Concrete cubes will be prepared by the contractors and same to be tested as per code of practice at the cost of contractor as directed by Engineer- In-Charge.



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- 38.** The Contractor may use Ready Mixed Concrete (RMC) without claiming for any extra cost subjected to satisfying the following conditions. The agency which supplies RMC to be got approved by HAL. The RMC shall comply with requirements of approved design mix and quality plan for the same shall include the Suppliers' certificate along with inspection of materials in the bins at the site of mixing by HAL at the cost of Contractor
- 39.** Works comprising of concreting work exceeding a quoted amount of Rs. 10 Lakhs involving casting of flooring, roofing, columns Retaining wall and other RCC members may compulsorily be undertaken with ready mix concrete or as directed by Engineer-in-Charge.
- 40.** Plank/Steel shuttering shall only be used as ordered by the Engineer-in-charge. The concrete shall be consolidated by Mechanical Vibrator, as directed by Engineer-in-charge.
- 41.** Bailing out of sub soil water, if required during excavation, shall be the responsibility of the contractor and no extra payment shall be allowed for bailing out of sub soil water.
- 42.** Contractors shall inspect the site and fully acquaint himself/themselves with the scope and nature of work, access, location and working condition. No claims will be considered later on the ground of ignorance or other wise of the conditions under which the work will have to be executed.
- 43.** Works shall be executed with the materials of Indian standards specifications of approved quality and manufacture and best workmanship.
- 44.** The Agency should give undertaking that they have not been blacklisted/ debarred from quoting by any Govt./PSU organizations in the last Five years from the date of Tender Notice.



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5. INSTRUCTIONS ON SAFETY CODE

- 1.1 The contractor shall take all safety precautions/measures and ensure safety for the works, he has been contracted to execute. He shall follow relevant safety codes of HAL/MES/CPWD and IS codes and safety manuals. The contractor shall indemnify HAL from any consequences arising due to contractors failure in respect of safety measures. Some of the more important measures are listed below. The contractor shall implement any further measures which may be required as per the safety codes of HAL/MES/CPWD/IS codes etc and the measures which the engineer may call for during the execution of work.
- 1.2 The contractor shall engage labourers aged eighteen years and above. Suitable technical devices shall be used as much as possible to avoid or limit loads by manual transport. The contractor shall engage suitable qualified persons for training/instructing working techniques, methods of lifting, putting down, unloading and stacking of different types of loads, with a view of safeguarding the health and preventing accidents.
- 1.3 The maximum permissible weight which may be transported manually a male worker shall not be more than 50Kgs. As far as possible adult women workers should not be assigned to regular manual transport of loads. Women workers shall not be assigned to manual transport of loads during pregnancy which has been medically determined. Where adult women workers are engaged in manual transport of loads the maximum weight of such loads, should be substantially less than the permitted for adult male workers.
- 2. Scaffolding:**
 - 2.1 Suitable Scaffolding or staging shall be provided for workmen for all the work that cannot be safely be done from ground, or from solid construction except such short period work as can be done from safely from ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- 3. Guard railing in scaffolding/staging/platforms** : Scaffolding or staging more than 3.25 metres above the ground on floor or floors from or suspended from an overhead support or erected with stationery support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging be so fastened as to prevent it from swaying from the building or structure.
- 4. Working platform, gangways and stair ways:**

Working platform, gangways and stair ways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway is more than 3.25 metres above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in above.
- 5. Access to working platforms and other working places:**

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over five metres in length. Width between side rails in a run ladder shall in no case be less than 30 cms. For ladders upto and including 3mtr in length. For Long ladders this width shall be increased atleast 6mm for each every 30cms of length. Uniform step spacing shall not exceed 30Cm.
- 6. Hoisting Machines**

Use of hoisting machines and tackle including their attachments, anchorage and supports shall confirm to the following.

 - 6.1 Those shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering material or as a means or suspensions shall be of durable quality and adequate strength, and free from patent defects.
 - 6.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of twenty one shall be in-charge of any hoisting machine including any scaffold which or give signals to operators.
 - 6.3 In case of every hoisting machine and of every chain link hook, Shackle, swivel and pulley block used in hoisting or lowering are as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly described on the machine prominently. No part of any machine of any gear referred to above shall be loaded beyond safe working load except for the purpose of the testing.
 - 6.4 Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards; hoisting appliances shall be provided with such means as will reduce to



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the minimum, risk of accidental decent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves, boots, as may be necessary shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

6.5 Load tests: All cranes, hoisting machines etc shall be load tested. Contractor shall submit test certificate from competent/authorized person before use.

7. Demolition Works:

- 7.1.1 Before and demolition work is commenced and also during process of work
- 7.1.2 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 7.1.3 No electrical cable or apparatus which is liable to be a source o danger over a cable or apparatus used by contractor shall remain electrically charged.
- 7.1.4 All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding.
- 7.1.5 No floor/roof or other part of building shall be over loaded with debris or materials has to render it unsafe.
- 7.1.6 All blasting materials shall be stored and handled as per guidelines of relevant authorities.

8. Barricades:

Contractor shall erect and maintain barricades required in connecting with his operation to guard or protect

- 8.1 Excavation/hoisting/lifting areas
- 8.2 Slab openings
- 8.3 Areas adjudged hazardous by contractors or engineers inspection.
- 8.4 The existing property subjected to damage by contractors operations.
- 8.5 Contractors employees and those of his subcontractors shall become aquatinted with HAL/Engineers barricading practice and shall respect the provisions there off.

9. Net & Protective Platform:

The contractor shall provide and maintain a closely knitted PVC net all round tall buildings throughout the construction period. Contractor shall also provide all round from external face about 1.5mtr wide temporary platforms at every six/seventh floor covered with welded steel mesh. This shall be maintained and updated throughout the construction period to avoid any accidents due to dropping of construction materials/debris. This all be strictly followed and work shall be permitted only when complied to satisfaction of the EIC. If the above are not fully taken care, EIC will reserve the right to get the same carried out through other agency at the risk and cost of contractor.

10. Prevention of Fire and Protection

- 10.1 All combustible waste materials, wood scaling, soiled rags, etc should be removed daily and burned in suitable areas.
- 10.2 Fire, welding and flame cutting should not be permitted in combustible areas. Fires and open flame devices should not be left unattended.
- 10.3 Smoking should be prohibited in all flammable material storages viz carpentry, paint shops, garages, service stations etc "No Smoking" signs should be posted on all such areas.
- 10.4 Accumulation of flammable liquids on floor, walks, etc should be prohibited. All spills of flammable liquids should be cleared up immediately.
- 10.5 Flammable liquids, lubricants etc should be handled and transported in safety containers and drums which can be kept tightly capped.
- 10.6 Petrol or other flammable liquids with a flash point below 100 Deg F should not be used for clearing purposes.
- 10.7 Oxygen cylinders should not be stored with combustible materials.
- 10.8 All electric installations should be properly earthed. Repairs should not be made on electrical circuits until the circuit has been de-energized.
- 10.9 Fire extinguishers & fire buckets, painted red, should be provided at all fire hazardous locations. Extinguishers should be inspected, serviced & maintained in accordance with manufacturer's instructions. The inspections should be evidenced by notations on the tag attached to the extinguisher.
- 10.10 Handling of Hazardous materials shall be as per statutory regulation.



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11. ELECTRICAL EQUIPMENT :

All temporary and permanent electrical installations, power distribution and supply required for execution of work shall be carried out conforming to existing industrial and domestic safety rules and regulations important specific points to be noted are as under.

Meter room and main switches should be freely accessible at all times and fully protected against all weathers.

Power distribution system shall be identifiable with display marking on switches.

All power distribution shall be carried out with coated, adequately insulated and of appropriate current / load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.

Over load protection devices shall be installed whenever and wherever heavy current / load consuming construction or paint machinery susceptible to hazard is in use and as directed by EIC.

Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.

Proper and adequate earthing connections to be provided for all installations plant machinery and distribution system

Hand lamps and inspection lamps shall be adequately installed and guarded with wire mesh and will have proper plugs for use.

Security and illuminatory light shall be secured firmly and protected to withstand all weather.

12. PROTECTIVE EQUIPMENT/ GEARS

All necessary personal protective equipment as considered adequate by the HAL and the engineer shall be available for use of the persons employed on the site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Workers employed on mixing cement concrete shall be provided with protective footwear & protective goggles, hand gloves of polythene type.

Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

Those engaged in welding works shall be provided with welders protective eye-shields.

The following safety equipment should be provided to workers as required and their use enforced. Rubber boots; hard to protective safety boots; hard hats and helmets, safety belts; goggles for stone/concrete cutters, gas welding aprons, respirator shields, manila ropes and slings for life lines, gloves, flash lights, battery lamps, safety nets, boatswains chairs, helmets, life and ring buoys.

Items of personal wear should be maintained in serviceable condition and should before being reissued to other employees or returned to stores to be cleaned, sterilized, inspected and repaired, if necessary.

Loose and frayed clothing, hand rings, loose watch chaining etc should not be worn around moving machinery or other sources of entanglement.

13. OTHER SAFETY MEASURES :

13.1 Every receptacle used for raising or lowering stones, bricks, tiles, slates, or other subjects should be enclosed, constructed or designed so as to prevent the accidental fall of such objects.

13.2 All gears, tools, goods or loose materials should be properly loaded into the bucket or receptacle in which they are being raised or lowered. If necessary, they should be properly secured or effective precautions should be taken to prevent their fall.

13.3 No timber or materials with projecting nails should be used in any work because they can be a source of danger to people.

13.4 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public accidents and shall be bound to hear expenses of defence of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglects of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

14. FIRST AID AND INDUSTRIAL INJURIES :

14.1 Contractor shall maintain first aid facilities for his workmen,. First aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.



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14.2 Contractor shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall be furnished to HAL [prior to start of constructions and their telephone number shall be prominently posted in Contractor s field office.

14.3. All critical industrial injuries shall be reported promptly to the Engineer In-Charge and a copy of Contractors report covering each personnel injury requiring attention of a physician shall be furnished to HAL

15.Maintenance:15.1All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

16.ENFORCEMENT.To ensure effective enforcement of the rules and regulations relative to safety precautions, arrangements made by the contractor shall be open to inspect by the EIC or his representative s and the inspection officers.

17Displays:These safety provisions shall be brought to the notice of all concerned by display on a notice board at prominent places at the work spot. Persons responsible for ensuring compliance with safety code shall be named therein by the contractor.

18. Work Permits: Contractor shall take work permits from the concerned departments of HAL as per requirements before commencement of the work every day.
The Contractor shall at his own cost and responsibility follow the safety rules and regulations and safety codes such as

IS Codes

(Latest Revision)As applicable to the relevant work.

3696-1987	Safety code for scaffolds and ladders.
4014(part 2)-1986	Safety regulations for steel tubular scaffolding.
3764-1966	Safety code for excavation work.
4081-1986	Safety code for blasting and related drilling operation.
4130-1976	Safety code for demolition of building.
4138-1977	Safety code for working in compressed air.
4912-1978	Safety requirement for floor and wall openings, railings and toe boards.
7969-1975	Safety code for handling and storage of building materials.
13415-1992	Safety code for protective barriers in and around the buildings.
13416-(Part-2)-1992	Recommendation for preventive measures against hazards at work place-fall prevention.
5916-1970	Safety code for construction involving use of hot bituminous materials.
7293-1974	Safety code for working with construction machinery.
8989-1978	Safety code for erection of concrete framed structure.
7205-1973	Safety code for erection of structural steel works.



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GENERAL CONDITIONS OF CONTRACT

(Under which the words hereinafter described are to be performed)

1. DEFINITIONS & INTERPRETATION CLAUSES:

In this tender document the following words shall have the meanings herein assigned to them:

"COMPANY", "EMPLOYER", "HAL" and "ACCEPTING AUTHORITY" shall mean "HINDUSTAN AERONAUTICS LIMITED".

"CONTRACTOR" shall mean one or more Contractor or Contractors jointly or generally engaged in the works to which these documents pertain to and shall include his / their heirs, executors and administrators.

"ENGINEER", "ENGINEER-IN-CHARGE", "CONSULTANTS", "ARCHITECTS" and "CONSULTING ENGINEERS" shall mean Engineer Representatives of HAL and the Consultants appointed by the Company for this specific project, including the Consultants representative.

"WORKS SITE" and "SITE OF WORKS" shall mean the extent of land which the company places at the disposal of the Contractor from time to time for the purpose of executing the contract works.

"DRAWINGS" shall mean the plans, sections, elevations and details of works annexed to this contract document and such further drawings as the Engineer may issue from time to time, during the progress of works and shall include tracings and photographic prints.

"As specified" or "As directed" or "As specified and directed as per specifications" include the entire contents of these documents and also the instructions and/or

"Drawings" issued by the Engineer-in-Charge from time to time during the execution of work.

"BILL of QUANTITIES" shall also include schedule of prices, i.e., the items of work for which the tenderers have to quote the unit rate only.

"CONTRACT" or "TENDER" shall mean the entire contents of these documents viz., Tender Notice Instructions to tenderers.

i. Acceptance by the Accepting Officer and Work order by Officer-in-Charge.

ii. General conditions of Contract, as per standard form.

iii. Special Conditions of Contract.

iv. Technical Specifications.

v. Particulars of specifications

vi. Bill of Quantities- Schedule 'A'

vii. Any correspondence that has taken place between the Contractor and the firm from the time the tender is submitted to the acceptance is communicated.

Letter communicating the acceptance of the Contractor, and Tender drawings. "SSR" Standard Schedule of Rates shall mean the MES Standard Schedule of Rates 2010 with amendments there on as approved.

"Schedule 'A' shall mean the probable bill of quantities.

"Schedule Bank" means a bank included in the second schedule to the Reserve Bank of India Act 1934, or modification there to.

2. SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER:

On the acceptance of his tender, the Contractor shall forthwith satisfy himself as to the correctness and sufficiency of his tender for the works as well as prices stated in the bill of quantities and the schedule of prices and within seven days of the acceptance of his tender he shall sign the acceptance, which shall be construed and taken as an acknowledgement on his part of his complete satisfaction and acquiescence in the sufficiency of the prices. The amount of the tender shall be the sum at which the Contractor agrees to execute the whole of the works set forth in the bill of quantities.

3. CONTRACTOR TO EXECUTE CONTRACT WITH COMPANY:

The Contractor shall within thirty days of the acceptance of his tender enter into and execute a formal indenture of contract to be prepared by the company's Solicitor. The Contractor shall not be entitled to make any charges for the perusal of the contract. The contractor shall within ONE month of the issue of acceptance letter submit the detailed work schedule in the form of master plan, monthly plan, weekly work execution plan clearly indicating the various activities. Work shall start on priority basis as per HAL requirement. However, if any portion of site not made available by HAL for any reason whatsoever no claim on account of this will be entertained.

4. SUB-LETTING BY THE CONTRACTOR:

The Contractor shall not sub-contract the whole of the works. Except where otherwise provided in the contract, the Contractor shall not subcontract any part of the works without the prior consent of the Engineer-in-Charge in writing. Any such consent shall not relieve the contractor from any of his liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor. All statutory requirements such as ESI, EPF, Labour License etc., should be in the name of the contractor only.



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5. TENDERED OR AGREED RATE:

The Contractor shall agree not to petition for revision of rates tendered by him under any circumstances at any stage of the work, either during execution or when the final claims/Bills are settled.

6. In the event of any error in the description or in the quantity in Schedule 'A' or any omission there from shall not vitiate the Contractor or release the Contractor from the execution of whole or any part of contract comprised therein according to the drawings and specifications, or from any of his obligations under the contract.

7. The Contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of subsoil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works of the subject of the contract, and he shall also inspect the site works and surroundings, the means of access thereto and agree there from and he shall generally obtain his own information on all matters and things which can in any way influence his Tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error, incorrect information on these points, or if any other inaccuracies in reference thereto, which may appear on the drawings or in the specification nor shall the contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.

8. ENGINEERS ORDER TO COMMENCE WORKS AND AS TO NON-DELIVERY OF SITE:

The Contractor having signed the contract, the Accepting authority will forthwith give him notice to commence the works and the Contractor shall upon receipt of such notice commence the works and carry them on at such point or points and in such portions as the Engineer may direct.

The company shall, with Engineer's written order to commence the works, give to the Contractor the use of so much of the site of works as may, in the opinion of the Accepting authority, be required in order to enable the Contractor to commence and continue to construction of the works, and shall from time to time consider proper in that behalf, but the non-delivery in manner aforesaid of the use of such site, or any portion thereof, shall not vitiate or effect the contract, nor any provision contained in the specification, not entitle the Contractors to any increased allowance in respect of the money.

9. SETTING OUT WORKS NOTICE:

The Contractor shall set out the whole of the works & be responsible for the correctness of the position, levels & dimensions of several works, according to the drawings & written instructions of the Engineer. If at any time during the progress of the works any error shall appear or arise in the position, levels or dimensions of the several works, the Contractor, on being required to do by the Engineer, shall at his own expense remove & amend the work to the satisfaction of the Engineer, notwithstanding that he may have been assisted by the Engineer in setting out the same. The Contractor shall observe, perform & comply with the requirements of all statutes & bye-law & shall also serve notices on the authorities having control of the road surfaces before the same are broken up & he shall likewise serve notice on the owners of sewers, drains, water, gas or other mains, electric cables & other things which may be in way affected by the execution of the contract works.

10. NIGHT WORKS:

Night works will be permitted subject to obtaining prior approval from Department. However no additional payment will be made for night work.

11. WATCHMAN, LIGHTS ETC., TO BE PROVIDED BY THE CONTRACTOR:

The Contractor shall at his own cost provide night watchmen at all parts of the work where necessary or required by the Engineer. He shall also keep all open trenches, excavation or other dangerous places properly and sufficiently lighted between sunset and sunrise and shall provide and fix proper fencing, hoarding and temporary bridges to protect and assist the public traffic. The Contractor shall also at his own cost erect temporary fences on the site of works where required by the Engineer.

12. TESTING OF MATERIALS:

Testing of materials will be made as per Quality Plan enclosed, in the field laboratory established at the site. However, certain tests which cannot be done at site shall be got done at NABL approved laboratory and expenditure on this account shall be borne by the Agency. No extra claim will be entertained.

13. MATERIALS TOOLS ETC., BROUGHT ON TO WORKS BECOME THE PROPERTY OF THE COMPANY DURING CONTINUATION OF CONTRACT:

All materials, tools, implements and other things brought by the Contractor upon the Company's works shall thereupon become, and shall continue to be the absolute property of the company and be considered in its



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possession, the Contractor having only the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the contract duly fulfilled, the Company shall return to the Contractor the tools, implements and surplus or waste materials then remaining upon the company's works to be removed by him forthwith and cleared away. Nevertheless the company shall not at any time be liable for the loss of any of the said materials, tools, implements or other things, but the whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession.

14. POWER TO VARY WORKS:

The Company shall have full power and authority from time to time, and at all times to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and directions as may appear necessary or proper for the guidance of the Contractor and the good and sufficient execution of the contract, the contractor will have to "obey and be bound by the said further drawings, instructions and directions according to the true intent and meaning thereof, and as fully and effectually as though they had accompanied, or has been mentioned or referred to in the original drawings and specification". The Company shall also have power to vary or alter the levels or positions of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution of any other works in lieu thereof, or may order any work or any portion of the work executed or partly executed, to be removed, changed or altered and, if needed other works shall be substituted in lieu thereof, and the difference of expense occasioned by any such increase, diminution or alteration so ordered and directed shall be added to, or deducted from the amount of the contract, agreeably at the prices for similar work set forth in the bill of quantities or failing which as a derivative to similar works in the schedule of prices attached thereto, and in the absence of such similar work being scheduled, then such work shall be carried out at the rates entered in SSR applicable at HAL and of specified zone minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

The Company will in no case become liable to the payment of any charge in respect any such conditions, alterations or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer nor unless such instructions distinctly state that the matter thereof is to be the subject of an extra or varied charges, in the work order hereinafter set forth: or unless the claim thereafter shall be made in writing, signed by the Contractor and be made within the week in which the work is executed and the materials used, and before the same shall have been placed out of view, or beyond check or measurement; nor unless the value of any altered or varied works or of any further works, shall wherever practicable, have been determined and settled before such altered or varied or further works shall have been commenced. Such value in case of dispute, shall be ascertained by the Engineer, who shall determine in all cases whether such previous determinations and settlements were practicable or not, and in all cases when he shall consider the same to have been practicable, the Contractor shall not be entitled to make any claim in respect of such altered, or varied or further works. It shall in the opinion of the Engineer, in any special instance become necessary to execute any additional or substituted work, either wholly or in part "By the day" the claim therefore shall not to be recognized unless the Contractor shall have delivered to the EIC within one week day, and so on from day to day a true and exact list of the names, occupations, time and wages of the several workmen engaged during the previous day, on any and every such work in respect of whom a change "By the day" is intended to be made in the next succeeding weekly claim work in respect of whom a change "By the day" shall be made unless, in the opinion of the Engineer, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these General Conditions.

15. WORKS TO BE EXECUTED IN APPROVED MANNER:

The works, the subject of the contract, specified and provided for, or that may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best and most substantial manner, with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specification, or as referred to and represented by the drawings and memorandum thereon/or as referred to by any of the said further drawings, instructions and directions, and shall be to the full satisfaction of the Engineer. The Engineer shall have full liberty at all reasonable times to inspect and examine the works, materials and workmanship which to him, may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or are not in accordance with the specifications of the said drawings, memoranda instructions or directions respectively and every such time reject any or all of such works, materials and workmanship.

16. WORKS TO BE CARRIED WITH AN EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY CONTRACTORS WITHOUT VITIATING THE CONTRACT:

The Contractor shall commence to carry on the works with due diligence, and as much expedition as the Engineer in charge may reasonably expect, having regard to the specified time of completion of the whole of the works. In case

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Signature of Issuing Officer

Signature of Bidder



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the Contractor fail to do so or neglect to provide proper and sufficient materials or to employ a sufficient number of workmen to execute the works then the Company shall have full power, without vitiating contract, to take the works wholly or in part of the hand of the Contractor, to engage or employ any other person or workmen, and to procure all requisite materials and implements for the due execution and completion of the said works and the costs and charges incurred by the Company in so doing shall be ascertained by the Accepting Officer and be competent for the company to deduct the amount of such costs and charges along with overheads out of any sum or sums due or to become due from the Company to the contractor under this or any other contract.

17. INFERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED:

The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind, and should any materials be brought upon the site or on the land or property of the company or on the places where any operations are being carried out in connection with the works, which are in the judgement of the Engineer in charge of an inferior description and improper to be used in the works, the said materials shall be removed, all inferior workmanship or finish shall be amended by and at the cost of Contractor forthwith, or within such period or periods as the Engineer in charge direct, and the Contractor shall pull down, amend and reconstruct any work he may have erected upon an insufficient foundation, or that he may have insufficient cured and protected against immediate and further injury whether arising or likely to arise in the future from weight pressure, action of water or otherwise, on being required to do so by the Engineer in charge. In case the Contractor neglects or refuses to remove such materials or to comply with such directions it shall be lawful for the Engineer, On behalf of the company and by its agents, servants and workmen to remove the materials and amend the workmanship and finish works so subjected to of any part thereof and to replace the same with such other materials workmanship as shall be satisfactory to the company. On the certificate of the Engineer-in-charge, to deduct the expenses thereby incurred, or to which the company may be put to or which may be incidental thereto, from the amount of any sum or sums due or to become due to the Contractor, or to recover the same by action at law or otherwise from the Contractor as the company may determine. When it is apparent to the Engineer in charge that defects exist in the work executed or that damage or accident has occurred or that the works are not upheld or maintained in good, sound and water tight condition, or repair, or in working order, but the cause thereof is not apparent, a general requisition in writing by the Engineer in charge to the Contractor, to amend, make good or maintain the works in sound, perfect and water tight condition shall be a sufficient requisition, and the Engineer shall be under no obligation to specify the works or repair, but such requisition shall be conclusive evidence against the Contractor that he is not performing, or as not performed his obligations under the contract.

18. EMERGENCY POWERS:

In the event of any accident or failure occurring in or on the works which in the opinion of the Engineer, requires immediate attention either during the construction or during the period of maintenance, the company may, by their own or other workmen make necessary repairs at the expense of the Contractors.

19. OPENINGS TO BE MADE FOR EXAMINATION OF WORKS:

Should the Engineer require it for his more perfect satisfaction, the Contractor, shall at any period during the continuance of the contract pull down any part of the works, and make such openings, and to such extent, through any part of the works as the Engineer in charge may direct, and the Contractor shall make such works good again to his satisfaction. Should the works be found faulty in any respect the whole of the expenses thereby incurred shall be defrayed by the Contractor, but of otherwise, by the company.

20. PRECAUTION AGAINST INJURY TO PROPERTY ADJACENT TO WORKS IN PROGRESS:

The Contractor shall take special care, by the erection of temporary fences, and by every other means which circumstances may render necessary to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works, and he shall confine the passage of his workmen to existing public roads and footpaths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way leaves, damages, trespass or otherwise, in reference to the said lands, roads, fences and property adjacent, and bear the company harmless from any and all such claims. If any greater extent of lands than the site or works be required by Contractor for his operations, he shall obtain & occupy the same at his own cost and charge

21. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

The Contractor shall, at his own expense, share, protect, support, alter, restore, make good and maintain, as may be necessary, all buildings, water and gas pipes, sewage, drains, electrical cables and other things, which may be disturbed, exposed or injured during the execution of the works, or in consequences of the execution of the works and shall also provide for the continuous use of all buildings, pipes, sewers, drains, electric cables and other things, the use of which may be liable to interruption during the progress of the works. The Contractor shall at his own



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expense restore all such buildings, water and gas pipes, sewage, drains, electric cables and other things to the satisfaction of the owners thereof, and he shall likewise, at his own expense, construct and maintain such works as may be necessary for the due permanent support of all such buildings, pipes, sewage, drains, electric cables and any extra timbering which may be temporarily required, and all labour in fixing and removing the same and shall at his own expenses provide other things not within the construction of the works, and keep indemnified, the company and its officers from and against all actions, suits, claims, penalties, liabilities, costs, expenses and demands whatsoever, by reasons of on account of damages to such buildings, pipes, sewage, drains, electric cables and other things whether caused by the execution of the contract works or the insufficiency of the aforesaid permanent support. The company may deduct the expenses thereby incurred or to which the company or its officers may thereby be put or be liable, or which may be incidental thereto, from the amounts of any sum or sums due or to become due to the Contractor or may recover the same by action at law or otherwise from the Contractor, and the company may compromise any such action, suits, or other proceedings, or such items as it shall see fit and the Contractor shall thereupon forthwith pay the company the sum or sums paid by the company upon the occasion thereof and shall in every case pay such sum or sums and shall fully indemnify the company according to the present stipulation.

22. EXTENSION OF TIME:

If the Contractor shall desire an extension of time for the completion of the work on the ground of his having being unavoidably hindered in its execution in consequence of altered, additional or substituted work, or any other ground, he shall apply in writing to the Engineer in charge within seven days of the hindrance on account of which he desires such extension as aforesaid and the Accepting Authority shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

Contractor shall keep a record of physical hindrance at site, a hindrance register shall be maintained at site and it shall be attested by the Engineer-in-charge or his authorized representative at site.

23. PROGRESS PAYMENTS OF MATERIALS:

Progress payments may be made to the Contractor to the extent of 75% of the value of non perishable materials (as assessed by the company) deposited at site. The amount of all such advance being adjusted, or recovered as the materials are utilized or from the bill for completed work subsequently submitted. The Contractor shall be responsible for the safe custody of all materials on account of which he may have received advance, and of all other material that may be given to his charge.

24. ROYALTIES:

The Contractor shall be liable to pay all royalties chargeable on Government Local Bodies or company materials required for the work.

25. COMPANY PLANT:

No Company's plant, material or labour will ordinarily be lent or hired to the Contractor. Exceptional cases must have the approval of the company in writing.

26. REJECTED MATERIAL:

All rejected material will at once be removed from the site by the Contractor to such distance as may be desired, failing which the company, after giving three days notice in writing, may do so and recover the cost of removal from the Contractor.

27. SCOPE OF COMPLETION:

Completion includes completion of all works in accordance with plans and specifications, removal of all yard mess accumulated during construction, levelling and cleaning up the site and generally cleaning the whole building or works. On intimation from the Contractor about the completion, the works will be inspected by the Engineer-in-charge and a completion certificate will be issued.

28. FINAL MEASUREMENT:

The final measurement must invariably be proceeded by a through re-measurement of the whole of the work performed which will be made by the Company's authorized representative at which the Contractor or his accredited agent must be present. For this purpose, a written notice will be sent to him at least three days before the date fixed for the measurement, appointing the day, hour and place of meeting. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest. If a dispute arises between the company and the Contractor as to the Quantity and Quality of work performed involving a sum of



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larger than Rs.500/- the Contractor may appeal in writing to the company for measurement or reappraisal, as the case may be. If the company considers the Contractor's claims is valid, they may appoint an Officer other than the Officer who made the final measurements and inspection and his report shall be considered as final and binding on the Contractor. The Contractor shall have a representative present when the re-measurement or reappraisal is being made.

29. DISMISSAL OF PERSONNEL:

The Contractor shall on the request of the Engineer-in-Charge immediately dismiss from the work any person employed there who may in the opinion of the Engineer-in-Charge be unsuitable or incompetent to conduct himself and such person shall not be employed or allowed on the work without the permission of the Engineer-in-Charge.

30. OFFICE FOR HAL'S ENGINEER ON SITE:

The Contractor shall, at his cost provide a separate Office (of suitable size) for the HAL Engineer on site with writing table, chairs, electric light and fan, drinking water arrangements etc., as directed by Engineer-in-Charge and clear away on completion of work and make good all work disturbed and pay all charges. The Contractor shall also provide facilities for having the HAL Engineers Office cleaned every day and kept in good and hygienic condition. This facility shall be provided for works valuing Rs.50.00 Lakhs and above where the work is contracted at one place.

31. OFFICE ACCOMMODATION FOR CONTRACTOR'S STAFF:

The Contractor shall at his cost provide, fit up and maintain in an approved portion proper office accommodation for his representative and Contractors staff, which offices shall be open at all reasonable hours to receive instructions, notices or communications and clear away on completion and make good all work disturbed.

32. SECURITY AND PROTECTION:

1. The Contractor shall at his cost, provide any necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials and for altering and adopting same as may be required and removing at completion of the works and making good all works disturbed.
2. During inclement weather the Contractor shall suspend concreting or plastering for such time as the Engineer-in-Charge may direct and shall protect such work in course of execution from damage by approved measures.
3. Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall at his cost take all precautions necessary for the protection of the work and shall make good any damage arising from any of these causes.
4. The Contractor shall at his expense cover up and protect from any cause, all new work and supply all temporary doors protection to windows, and any other requisite protection for the whole work executed, whether by himself or special tradesmen or sub-Contractors, and any damage caused must be made good by the Contractor at his own expense.
5. All fences, trees, shrubs, grass, lawn and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at Contractors expense, as directed by the EIC.
6. The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps wood work and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The Contractor shall at his cost, protect joinery and make good all damage to same from any cause whatsoever during the performances of the contract and leave perfect to the satisfaction of the Engineer-in-Charge at completion. Before giving up possession the Contractor must see that all doors, windows and ventilators etc., work easily and shall make all necessary adjustments.

33. SANITATION OF WORKS:

The Contractor shall, at his cost provide adequate latrine accommodation and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and night soil to be cleared away whenever and shall make good all works disturbed by these conveniences.

34. TEMPORARY ROAD :

The Contractor shall, at his expense, provide such temporary roads on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion such roads shall be broken up & levelled where so required by the drawings at Contractors expense unless the EIC shall otherwise direct.

35. SIGN BOARD AND HOARDINGS:



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The Contractor shall not affix to place any placards or advertisement of any description or permit the same to be affixed or place in or upon any hoarding, gantry, building/structure other than that approved by the EIC.

36. SCIENTIFIC AND MEASURING INSTRUMENTS:

Total station, Theodolite, leveling instruments, prismatic compass / chain, steel and metallic tapes and all other surveying and material testing instruments found necessary on the works shall be provided by the Contractor at his expense for the due performance of this contract as instructed by the Engineer-in-Charge.

37. QUALITY LAB. :

The quality lab. For field testing of materials and workmanship shall be set-up by the contractor at works site. This shall be in conjunction to the approved quality plan other wise testing to be carried out in any NABL approved laboratory as instructed by EIC.

38. NO OVERLOADING OF SLABS:

Floors, of buildings under construction shall not be loaded by stacks of materials during construction without the prior approval of Engineer-in-Charge. It is important that no load comes on the reinforced concrete floors until they are at least three weeks old and at no time must the load place upon them exceed the load for which they are designed.

39. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:

Measurements of all items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry concrete etc., steel in all RCC works, pipe to be encased etc., shall be got recorded from the authorized Engineer-in-Charge by the Contractor before they are covered up. Immediately the work is ready for measurements, Contractor will give specific notice to Engineer-in- Charge on site for recorded the measurements. If the Engineer fails to record the measurements the Contractor will refer the matter to the Chief Manager (Works)/ Engineer-in-Charge for instructions, but in no case shall he cover up the work without the permissions.

40. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative item, damages to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employees, of either, whether sub injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of his contract. The Contractor shall indemnify the HAL and hold it harmless in respect of all and any expenses arising from any much injury or damage to persons or property as aforesaid and also in respect of injury or damage under any Act of any legislature or otherwise and also in respect of injury or damage under any Act of any legislature or otherwise and also in respect of any award of compensation or damage consequent upon such claim

40a) DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-Charge and pay compensation for any injury loss or damage occasioned to any property or rights whatever including property and rights of HAL (or agents, servants or employees of HAL) the injury, loss or damage arising out of or in any way in connection with the execution or purposed execution of the contract and further the Contractor shall indemnify HAL against all claims enforceable against HAL or which would be so enforceable by a private person, in respect of any such injury (including claim resulting in death), loss or damage to any person whosoever or property including all claims which may arise under the Workmen's Compensation Act 1923 or otherwise.

41 EXCAVATIONS, RELICS, ETC.:

1. Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed off as the Engineer-in-Charge directs.
2. All gold, silver, oil and other materials of any descriptions and all precious stones, coins, treasures, relics, antiquities and other similar items which may be found in or upon the site shall be the property of the Company. The Contractor shall duly preserve the same to the satisfaction of the Company and shall from time to time deliver the same to such person or persons as the Company may appoint to receive the same.

42 ATTENTION:

The Contractor shall visit the site prior to tender, as no claims will be allowed on the ground of ignorance of the conditions under which work shall be executed.



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- a) Time will be the essence of the contract and the Contractor is to complete the whole of work in the time stated in the tender, subject to the schedule of conditions.
- b) The Contractor is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways etc., and the necessary attendants to move and adopt as directed for inspection of their representatives. No separate rate will be allowed.
- c) The Contractor is to keep all persons under his control and within the boundaries of the site, and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices, damage or loss by thefts or by any other cause and is to allow for all necessary watching and protective lighting.
- d) The tenderer [Proprietor / Authorized representative in case of partnership firm or limited or public limited or Government Organization] shall submit Police Verification Certificate to move inside HAL premises during execution of work and shall submit as affidavit in the prescribed format on non-judicial stamp paper of value Rs. 200/- for conduct and credibility of the labours engaged for the work to the security officer of the division through Engineer-in-Charge.



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7. SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1. SITE VISIT:

The Contractor/s shall visit the site to acquaint himself / themselves with the site conditions and study the drawings and specifications in detail prior to tendering and no claims will be entertained on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed.

2. SITE SUPERVISION:

The Contractor shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineers on his own for supervision of the work. Where the Contractor is not a qualified Engineer or even if he is so qualified but in the opinion of the Accepting Authority, cannot give full attention to the works, the Contractor shall at his own expense employ adequate Engineers to supervise the work and to receive instructions from the Engineer-in-Charge. The following will be the minimum Engineers to be employed for the contract.

- | | | | |
|----|---|---|---|
|) | For works costing up to Rs. 20.00 Lakhs of contract value. | : | A Degree or Diploma Holder in Civil / Electrical Engineering as applicable with minimum Six months experience in works of the nature contracted for. |
| b) | For works costing above Rs. 20.00 Lakhs and up to Rs.50.00 Lakhs of contract value. | : | A Degree holder in Civil/Electrical Engineering as applicable with at least 2 years practical experience or a Diploma Holder in Civil/Electrical Engg as applicable with at least 4 years practical experience in work of the nature contracted for. |
| c) | For works costing over Rs. 50.00 Lakhs and up to Rs.100.00 Lakhs of contract value. | : | i. An Engineer with Degree holder in Civil / Electrical Engineering as applicable with at least 3- 5 years practical experience of works of the nature contracted for.
ii. Two Diploma holders in Civil/ Electrical Engineering as applicable with atleast 3-5 years practical experience of works of the nature contracted for. |

For non-deployment of minimum Engineers as per above+, the following deductions will be made in bill.

1.1.1 Degree Holder (Civil/ Electrical) with some experience: Rs. 5,000/- per month.

1.1.2 Degree Holder (Civil/ Electrical) with 2Yrs or Diploma Holder with 4Yrs Experience: Rs. 7,500/- per month.

1.1.3 Degree Holder (Civil/ Electrical) with 5Yrs or Diploma Holder with 3- 5Yrs experience: Rs. 10,500/- per month.

On acceptance of the tender the Contractor shall furnish within 14 days to Engineer-in- Charge for his approval, site set up with list of Engineers, Supervisors and other staff to be employed by him with their date of joining.

a. Non- deployment or less qualified staff deployed by a contractor will be treated as serious breach of terms of contract. Therefore, for the first time contractor should be warned in writing and necessary recoveries affected for sub-standard work. For any subsequent breach, the contractor will be banned from business with HAL as per rules by keeping proper records.

b. All works shall be subject to examination and approval by the Engineer-in-charge. No work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer-in-charge or his authorized Representative, whenever any such work is ready and the Engineer-in-Charge or his authorized representative shall without unreasonable delay, attend for the purpose of examining such works.

c. In the event of the failure of the Contractor to give such a notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in- Charge at Contractor's expense.

d. If any such part covered up or put out of view after being approved by the Engineer-in-Charge, is required to be uncovered subsequently, the same shall done by the contractor. If it is found on uncovering, the work was executed



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in accordance with the contract, the expenses of uncovering and / or making openings in and making good the same shall be borne by the company.

3. SETTING OUT OF THE BUILDINGS:

The setting out of the building shall be done by the Contractor himself. All measurements shall comply with the dimensions noted on the drawings. The Contractor shall construct centre line pillars wherever necessary at his own cost and the setting out shall be got checked, approved and certified by Engineer-in-Charge before execution of work

4. FOUNDATIONS:

Foundations shall generally conform to the dimensions indicated in the drawings, unless the nature of soils after excavation examined by the engineer-In -charge of works necessitates modifications. The foundation trenches for RCC columns and walls after excavation indicated on the drawings shall be got inspected, approved and certified by the Engineer-In-charge of works before laying concrete.

5. PROVISION OF EMBEDDING ELECTRIC CONDUITS ETC.:

Provisions shall be made during the progress of work for embedding electric conduit etc., wherever necessary as directed. Opening shall be left for service lines, machine foundations as required and as per instructions of the Engineer-in- Charge.

6. DAMAGE TO SERVICE LINE ETC, OF THE COMPANY:

Care shall be taken in execution of work so as not to damage service line etc., coming in the way of construction. If any damage is caused to the line, the cost of replacing or repairs shall be borne by the Contractor. The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization schedule envisaged for timely completion of work within the stipulated time for completion of work.

7. PROVISION OF MACHINES, TRANSPORT ETC. :

Contractor shall provide himself with requisite number of welding sets, hoisting equipment, transport vehicles etc., required for the complete satisfactory execution of work. The Contractor shall furnish list of specific equipment's to be mobilized by him, of acceptance of contract as agreed / directed by the Engineer-in- charge.

8. MATERIALS SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish / produce purchase vouchers and manufacturer's test certificates of Structural Steel and steel from the reputed manufacturers / suppliers. In addition to the testing of materials, in accordance with Technical specifications and quality plan enclosed with this tender. However, EIC shall decide the usage of the same while in-incorporating in the work based on the manufacturers test report and then test certificate obtained from the approved laboratory as per quality plan.

1 CEMENT(a) Cement required for the work when specified in the contract shall be Contractors own supply. The cement shall be of approved INDIAN MANUFACTURE Co., conforming in all respects with the latest Indian Standard specification for Cement including latest amendments as stated in technical conditions and shall be ISI marked.

(b) Prior to commencing the work the Contractor shall inform the Engineer the brand of cement and the manufacturer's name he proposes to use and if required, shall produce certificates from the firm from whom he obtains the cement. The Engineer reserves the right of rejecting cement of any brand which has not established itself as a high grade Portland cement and has not for three years or more given satisfactory result in use under climatic or other conditions of exposure similar to those of the works proposed.

(c) Contractor binds to deliver the cement on the work so as to allow ample time for testing in order that if a brand or batch fails at the test there will be time to receive and test other cement before it is required to be used. This is to ensure that there shall be no delay on the works consequent on the rejection of the cement, which does not satisfy in the test from Authorized laboratory. Failing this, the responsibility for such delay will rest on the Contractor.

(d) Immediately after the work order is signed, Contractor shall procure and store at the site of the works such stock of cement as the Engineer directs to do so for satisfactory completion of work. The Contractor shall give to the Engineer-in- Charge notice of the arrival of each consignment of cement on the work and shall give the Engineer sufficient time for testing the same before it is issued on the work. Only cement certified by the Engineer to conform to Indian Standard Specification shall be used on the works. The Contractors shall maintain a register at



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the work spot for the receipt and use of cement on the work and such entries shall be got attested daily by the Engineer-in-Charge or his authorized representative.

(e) Quantity of cement used on the works shall conform to cement co-efficient schedule. If in the event of being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided, the cost of the quantity of cement not so used shall be recovered from the Contractor as stipulated in the Clause 8.1 (j)

(f) All rejected cement not conforming to technical specifications shall be removed by the Contractor from the work spot immediately at his own RISK AND COST.

(g) The cement shall be stored in barrels or bags at the site on a wooden floor or a platform not less than 1' above the ground level staked in rows of 10 bags high 2' clear from the walls in a covered shed affording adequate protection against the weather and moisture from any source.

(h) After completion of work, the theoretical quantity of cement to be used on work shall be calculated on the basis of cement co-efficient schedule for various items of work involving the use of cement.

(i) Over the theoretical quantity of cement, a variation of 3% plus/minus shall be allowed.

(j) In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on minus side as stipulated above). The cost of the cement not so used shall be recovered from the Contractor on twice the basis of Market Rate plus 10% to cover profit and overheads deemed to have been allowed in the tender rate.

9. STRUCTURAL STEEL

a) Structural steel required for the work shall be Contractor's own supply. The structural elements shall be of approved Indian Manufacture conforming in all respects with the appropriate Indian Standard Specification.

b) Prior to commencing the work the Contractor shall inform the Engineer the brand of steel and the manufacturer's name he proposes to use and if required, shall produce certificates from the firm from whom he obtains the Structural Steel. The Engineer reserves the right of rejecting Structural Steel of any brand.

c) Contractor binds to deliver the Structural Steel on the work so as to allow ample time for testing in order that if a brand or batch fails at the test there will be time to receive and test other Structural Steel before it is required to be used. This is to ensure that there shall be no delay on the works consequent on the rejection of the Structural Steel, which does not satisfy in the test. Failing this, the responsibility for such delay will rest on the Contractor.

d) Immediately after the work order is signed, Contractor shall procure and store at the site of the works such stock of Structural Steel as the Engineer directs to do so for satisfactory completion of work. The Contractor shall give to the Engineer-in-Charge notice of the arrival of each consignment of Structural Steel on the work and shall give the Engineer sufficient time for testing the same before it is issued on the work. Only Structural Steel certified by the Engineer to conform to Indian Standard Specification shall be used on the works. The Contractor shall maintain a register at the work spot for the receipt and use of Structural Steel on the work and such entries shall be got attested daily by the Engineer-in-Charge or his authorized representative.

e) All rejected steel not conforming to the appropriate Indian Standard Specifications shall be removed by the Contractor from the work spot immediately at his own risk and cost.

f) Rates for all items involving use of structural steel shall be based on the price of structural steel conforming to IS as mentioned in technical specifications.

g) Rates for all items involving use of Structural Steel conforming to IS as mentioned in technical conditions.

h) Specification: Measurement and rates as otherwise provided shall conform to conditions stipulated in section steel and iron work of specification of MES or Part-I of SSR 2009.

i) After the completion of work, the theoretical quantity of steel section to be used on works shall be taken as the quantity required as per design or as authorized by the Engineer-in-charge including authorized lappages plus 5%



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wastage due to cutting into pieces. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

j) In the event of it being discovered that the quantity of steel used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of steel not so used shall be recovered from the Contractor at twice Market Rate plus 10% to cover profit and cartage to site deemed to have been allowed in the tender rates.

k) The provisions made above are without prejudice to the right of the Company to take action against the Contractor under the condition of the contract for not doing the work according to the prescribed specifications.

10. FABRICATION OF STRUCTURAL STEEL BY THE TENDERER ON ACCEPTANCE OF WORK AND CUTTING & BENDING OF REINFORCEMENT STEEL:

a) The tender rate for steel work shall be deemed to include for all works with fabrication drawing. The work "Fabrication" does not however include any manufacturer's job. The shop drawing for Fabrication to be submitted for the approval of EIC. The Fabrication at site shall confirm to the approved shop Drawings.

b) The bar bending Schedule for reinforcement steel shall be submitted for the approval of Engineer-in-charge and the work thereafter shall be executed as per the approved drawing.

c) OTHER MATERIALS

All other materials required for the work shall also be supplied by the Contractor. These shall conform to appropriate Indian Standard Specification and procured from approved manufacturer.

11. SUPPLY OF ELECTRICITY AND WATER:

11.1. ELECTRICITY:

Electricity shall be provided only for use in office & area lighting at work site limiting to a maximum of 5 KW. This however doesn't include electricity for labour / staff hutment / colony. No electricity shall be provided for running of works equipment like welding machines, grinder, winches etc. In case the successful tenderer requires electrical supply for purpose of lighting only, the energy provided for lighting shall be charged as per prevailing BESCOM tariff rates at the time based on actual utilisation. The supply shall have to be tapped off by the Contractor from the tap off point indicated to him by the Manager / Deputy Manager (Elec.) in the HAL distribution network at his own cost. The

Contractor shall have to fix a meter, at his own cost. In case the meter goes out of order, the assessment of electric or energy consumption as made by HAL's Engineers shall be binding on the Contractor.

The supply shall not be given unless the temporary electric installation is certified as safe by the Engineers of electrical section. However no claim for extension of work shall be entertained on account of non-availability of power by HAL, the Contractor thus shall have his own back-up arrangement for such circumstances.

11.2. WATER:

Contractor should make their own arrangements for supply of water. Water if available only will be supplied by the Company and the Contractor shall be charged for the quantity of water consumed by him at Rs.22/- per 1000 litres. The Contractor shall make his own arrangements to tap and store water from the point indicated by the water supply section. The Contractor should also provide a meter. In case the meter is not provided or the meter goes out of order, the assessment of water consumption will be based on Rs.20/- per thousand rupees value of work done priced only in respect of such items where the consumption of water is involved. Meter charges if fixed by the Department will be Rs.10/- per month.

12. PAYMENT OF GST

Payment of GST is the entire responsibility of the contractors. Vendor needs to pay GST/other tax to concerned tax authorities time to time. Vendor needs to submit an undertaking that payment of GST/any other tax is the complete responsibility of the vendor.

13. PROGRESSIVE EXECUTION:

The Contractor/s shall agree to execute the work progressively in co-ordination with the concerned Officers of HAL and as directed by the Engineer-in-Charge.



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14. SPECIFICATION IN MES ENFORCE:

The specification in MES SSR 2009 Part I and SSR 2010 Part II referred to as HAL SSR shall apply to the contract to the extent applicable. MES Structural Steel coefficient schedule also forms part of MES schedule.

15.1. DEVIATIONS AND AMENDMENTS:

a) Tenderer shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Price Bid and also carry out such deviation as may be ordered. Deviation order within the following limits are binding on the Contractors.

- i) Lumpsum contract based on drawings and specification (+/-) 10 percent
- ii) All other contracts
- iii) Where estimated cost does not exceed Rs. 50.00 Lakhs (+/-) 20 percent
- iv) Where estimated cost exceeds Rs. 50.00 Lakhs (+/-) 10 percent

b) Ordering of deviation is also subject to the following conditions: .

A) Deviations ordered in respect of quantities in individual items shall not exceed (+/-) 50% of the quantity of that individual item

B) The value of additions of items of Non Tendered Items not already in the contract shall not exceed 50% of the deviation limit prescribed in contract. These items will be called Non Tendered Items and the rates for the same will be approved by HAL. However, the total value of work including deviation and Non- tendered items shall not exceed the prescribed deviation limit

C) Deviations during the execution beyond the deviation limit shall be approved by HAL and contractor shall execute amendment to contract agreement..

15.2 PRICING OF DEVIATION

The following order of precedence for pricing deviations are binding on the Contractors.

a) Deviations will be priced at Schedule A [Bill of Quantities] rates where the item is already included in Schedule A [Bill of Quantities]

b) In respect of items not included in Schedule – A but where similar items are found in Schedule – A, at rates derived from the rates directly from Schedule – 'A' items where such a direct derivation is possible. If the Schedule 'A' rate is an HFR rate derivation will not be done from that rate and the other methods of pricing as detailed below shall be followed.

Where the rate cannot directly be derived from schedule 'A', the same will be worked out with reference to schedule A and standard schedule of rates on Pro Rata Basis with percentage of application and above the same. Here also if the schedule rates are HFR rates, the same shall not be used for derivation. Where the above alternatives are not possible, the rate will be taken/ derived from Standard Schedule of rates and increased/ decreased by the Contractor's percentage [Tender Percentage] for pricing of deviations as inserted in the contract. The contractor's Percentage worked out based on HAL estimate shall be intimated to the contractor when Acceptance / work order is issued.

c) Non Tendered Items shall not be derived from Freak Rates. The freak rates of the quoted items shall be intimated after opening of price bid before issue of acceptance letter.

d) Where it is not possible to derive the rate from the SSR i.e. the item is not available in SSR, the same will be based on the material cost to the contractor, which will include taxes if any etc., plus a profit of 10%. In this case contractor has to produce satisfactory evidence in the form of cash vouchers as proof of expenditure. The material cost shall be based on cash vouchers and derivation for labour and other factors shall be done to arrive at the total cost. In such cases the EIC will make a thorough analysis of the rate payable to the contractor based on engineering norms such as CPWD / MES / NBO and after satisfying himself of the reasonableness of the rate.

e) If the quantity of High Freak item increases beyond 20%, The rate for the quantity beyond 20% shall be worked out based on Market rate or Quoted rate whichever is lower and the same shall be treated as Non-Tendered item.



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16. ACCEPTANCE OF TENDER:

The Company reserves the right to accept tender in parts (i.e. on the basis of the lowest quotation for each part) or as a whole at its own discretion and hence it is important that the tenderers take sufficient care and quote reasonable rates in each part so that if one part is separated and entrusted to the Contractor he should be able to do it without difficulty. The rate quoted for similar item should be consistent.

17. RIGHT TO ACCEPT THE CONTRACT:

The Company also reserves the right to accept the lowest or any other tender at its own discretion without assigning any reason whatsoever.

18.1 TIME DELAY AND EXTENSION:

Time is the essence of the contract and the completion period is specified in the tender documents. A work schedule based on enclosed activity schedule shall be prepared in direct relation to the time stated for completion in the contract document or the work order for completion of the individual items thereof and of the contract or work order as a whole. It shall indicate the forecast of the dates for commencement and completion of various trade processes or sections of the work and shall be amended as may be required by the agreement between the Engineer-in-Charge and the Contractor within the limitations of the time imposed in the contract documents or work order. This shall also indicate the equipment & manpower schedule.

18.2 IF THE WORKS BE DELAYED:

- a) by force majeure, or
- b) by reasons of abnormally bad weather, or
- c) by reasons of civil commotion, local combinations of workmen strike or lockout, affecting any of the tradesmen employed on the work, or
- d) by reasons of delay on the part of nominated suppliers which the Contractor has in the opinion of Engineer-in-Charge taken all practical steps to avoid or reduce, or
- e) by reasons of delay on the part of the Contractors or tradesmen engaged by HAL in executing works not forming the part of contract, or
- f) by reason of any other cause, which in the absolute discretion of Accepting Officer is beyond the control.

Then in such case the Accepting Officer may grant fair and reasonable extension in the completion dates of individual items or work for which the separate period of completion is mentioned in the contract documents or work order as applicable. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to Engineer-in-Charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-Charge to proceed with the works. Extension of time as granted above shall be communicated to the Contractor by the Engineer-in-Charge in writing and shall be final and binding.

No claims in respect of compensation or otherwise, however, arising as a result of extension granted shall be admitted.

18.3a. FORCE MAJEURE:

(This clause is applicable only with the specific request by the contractor before commencement of the work so as to operate in the case of eventuality at a later date).

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earth quake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, order or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance, if not covered under insurance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- d) If the contractor is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.



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e) If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

18.3b) PENALTY FOR DELAY IN EXECUTION:

In case of failure on the part of Contractor to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of completion, the Contractor shall, without prejudice to any other right or remedy of the Company on account of such breach pay penalty as compensation calculated as stipulated below:

Completion period as originally stipulated	Penalty/Compensation	Maximum
a) Below six months	1% per week on contract sum	10%
b) From 6 months to 2 years	½ % per week on contract sum	7½%
c) Exceeding 2 years	¼ % per week on contract sum	5%

When the delay is not a full week or in multiples of a week, but involves a fraction of a week the compensation payable for the fraction shall be proportional to the number of days involved.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with HAL.

19.1.SUSPENSION OF WORK:

The Contractor shall suspend execution of the works or any part or parts thereof whenever called upon in writing by the Accepting Officer to do so and shall not resume work thereon until so directed in writing by the Accepting Officer. The Contractor will be allowed by the Accepting Officer an extension of time (Not less than the period of suspension) for completion of the items or group of items of work for which a separate period of completion is given in the contract and of which the suspended work forms part but no other claims in this respect for compensation or otherwise, however, shall be admitted.

19.2. CANCELLATION OF CONTRACT FOR CONTRACTOR DEFAULT

If the Contractor:-

a) Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in that state after a reasonable notice from Engineer-in-Charge [EIC].

b) In the opinion of the EIC at any time, whether before or after extended date for completion, the contractor makes a default in proceeding with the work with due diligence and continues in that state even after a reasonable notice from EIC

c) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued thereunder or, fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion or fail to achieve the progress as set out.

d) The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to HAL cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost of completion (as certified by Engineer-in- Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to HAL. If the cost of completion exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Contractor by other means.

e) If the cost of completion as invited exceeds the money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by Accepting Officer, or recovered from the payment due to him from any other contract under the Division / other Divisions of HAL or the same shall be recovered from the contractor by legal means. If the cost of completion as invited is less than the money due to the contractor same will not be refunded

f) In case HAL completes the work or any part thereof under provisions of this condition the cost of such completion is to be taken into account in determining the excess cost to be charged to the contractor, such charges under this condition shall consist of the cost of materials purchased/and/or labour provided by HAL with an addition of such percentage to cover supervision charges and establishment charges as may be decided by the Accepting Officer whose decision shall be final and binding.



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g) The EIC will issue numerous letters to the contractor regarding slow progress / non commencement of work and the Final Notice. In such cases HAL reserves the right to debar the defaulted contractor from quoting from HAL works for a minimum period of TWO years or more as deemed fit by EIC

19.3 FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS:

HAL reserves the right to terminate the contract at any time after acceptance of the tender if HAL decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractors. The compensation if any payable for such foreclosure of work will be discussed mutually between HAL and Contractor and settled after taking into consideration the loss suffered by the Contractor on account of the foreclosure of the contract. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantages which he might have derived consequent on foreclosure of the whole or part of the works. HAL shall have the option to take over the Contractors materials or any part thereof, either brought to the site or to which the Contractor is legally bound to accept the delivery from the suppliers. The amount of compensation payable to the Contractor due to foreclosure will be decided by the competent authority of HAL.

20 ENCLOSURES:

General Conditions, Special Conditions of contract, Tender Notice, Instructions to Tenderers together with Technical Specifications, BOQ will form part of the contract. Should there be any discrepancy between the provision in the Bill of Quantities & drawings the former shall be deemed to take precedence there over.

21. MODIFICATION OF SPECIFICATIONS:

No modifications or changes of specification in the Bill of Quantities will normally be accepted & such specification and rates are liable to be rejected.

22 EARNEST MONEY DEPOSIT:

EMD will be equivalent to 1% of estimated value of contract subject to a maximum of Rs.50.00 Lakhs. Tenderer will have to submit their tenders accompanied by Earnest Money specified in the tender notice. The EMD shall be deposited in the form of pay order / Demand Draft/ Banker's cheque in favour of Hindustan Aeronautics Limited, payable at Bangalore. EMD deposited by the tenderer shall not bear any interest to the Contractor.

23 SECURITY DEPOSIT:

a) The successful tenderer will be required to furnish security deposit for the fulfilment of contract. This amount will not be altered during the execution of work due to deviation, either plus or minus.

b) Security Deposit shall consist of two parts;

c) Performance Security deposit Guarantee to be submitted at award of work, and

d) Retention money to be recovered from Running Bills.

e) Performance Security deposit Guarantee should be 3% of Contract amount and should be submitted as DD/Pay order/Bankers Cheque and deposited within 30 days of receipt of letter of acceptance. For work costing Rs. 10 Lakhs [Accepted value] and above only Bank Guarantee can be accepted. The Bank Guarantee shall cover the completion period of the work plus three months /extended period plus three months.

f) Retention Money will be deducted at 5% from Running Bills. Total of Performance Security deposit Guarantee & Retention Money will not exceed 8% of Contract amount. However, Retention money recovered will be not be less than 5% of Final Bill value including Deviations if any.

g) 3% Performance Security deposit Guarantee will be refunded within 30 days of the issue of the defect liability Certificate (taking over Certificate with a list of defects) / Completion Certificate. Retention money will be refunded after Defects Liability period.

h) The contractor shall deposit the difference between earnest money and full and performance security deposit by Demand Draft / Bank Guarantee within 30 days of acceptance.



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- i) Any delay in depositing the performance security deposit as above shall attract a penal recovery for the delay period on the balance performance security deposit amount [if EMD is deposited] @ 2 % of performance security deposit per week or part thereof with a maximum penalty of 25% of Performance Guarantee part of security deposit.
- j) Any delay in submitting Bank Guarantee shall attract the same penal recovery as indicated above. The Bank Guarantee shall cover the completion period of the work plus three months / extended period plus three months, as per standard format.
- k) The contractor will not be generally allowed to start the work unless performance security deposit has been paid. However, in exigency and to facilitate the completion of work, the same may be allowed with the prior approval of HAL Authority.
- l) Also no payment shall be released to the Contractor unless Security Deposit is submitted and contract agreement is executed.
- m) Whenever a contractor / supplier / vendor fails to supply the store within the delivery period of the contract or fails to complete the work by due date of completion of the contract, wherein Bank Guarantee has been furnished for Security Deposit, the extension of period of delay / completion will automatically be taken as agreement for getting the Bank Guarantee extended.
- n) The Bank Guarantee shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the agreement /contract have been fully and properly met by the said contractor (s).
- o) The agency has to extend the bank guarantee in case of period of contract has been extended.
- p) The bank guarantee should be on Non – Judicial Stamp Papers.
- q) The Bank Guarantees issued by Nationalized / Scheduled Banks in India will be acceptable.
- r) Tenderer/s must be very careful to deliver a bonafide tender failing which the Accepting Officer at his absolute discretion shall reserve the right of forfeiting a part or full amount of the Earnest Money Deposit / Security Deposit.

24. RECOVERY OF INCOME TAX

Recovery of Income Tax under Section 194 (c) of Income Tax 1961 introduced by the Finance Act 1972 and further Amendments thereon will be made from the gross payments payable at source on all contract works with value above Rs.10,000/-.

25. RUNNING ACCOUNT REMITTANCE (RAR):

25.1 a) RAR payments will be made at intervals not less than a week subject to maximum of two bills in a month to expedite the progress of work. On submission of RAR by contractor to the EIC, the 75% of the bill value shall be released within TWO working days after Technical scrutiny and certification by EIC and recommended by Head of the Department. The balance 25% shall be released after detailed scrutiny by finance department within a week after such verification as is considered necessary being made in the meantime, against :

1. Delivery Challan/ Purchase cash memo / Proforma Invoice as applicable for major items incorporated in the work are to be furnished by the Contractor.
2. Wage certificate for proper payment to the laborers as per labour law,
3. Compliance of statutory payments as per law for the labours/ workers engaged such as ESI, PF remittance challans etc.
4. Test certificates produced by the Contractor and/or,
5. Laboratory Test certificates if carried out during the period of billing from Authorized Laboratory to ensure the quality as per the contract specification / standards specified.
6. The Theoretical consumption of cement, re-conciliation statement of reinforcement and Structural Steel statements, RMC statement must be enclosed along with each bill of a contract.



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25.1.a) In respect of items ordered as deviation, either due to variation in quantity or due to inclusion of non-tendered items, the Engineer-in-Charge on approval of Divisional Head will admit for payment along with the RAR.

25.1.b) The items ordered as deviation, either due to variation in quantity or due to inclusion of non-tendered items shall be admitted for payment of 75% value along with the RAR payment and balance 25% will be released on the approval of Deviation order.

25.2 Payment of RAR up to 100% value of work completed shall be made on the Engineer-in-charge certifying that the Contractor is entitled for such payment taking into consideration:-

- (a) Value of work executed after deducting there from the amount already paid.
- (b) All previous running accounts payments
- (c) Charges for electricity and water if supplied by HAL
- (d) Any other dues recoverable by HAL from the Contractor under the present or any other contract.
- (e) Penalties/compensation if any due to non compliance of statutory provisions.

25.3. PAYMENT OF MATERIAL ADVANCE: 75% of the cost of any materials which, in the opinion of the Engineer-in-charge are reasonably required in accordance with the contract and have been brought to site for incorporation in the works and are safeguarded against any loss due to any cause whatsoever, to the satisfaction of the Engineer-in-charge. The material shall be insured against loss due to theft, damage, and other means.

Payment in respect of materials collected at site will be authorized only by the Engineer-in-Charge certifying that: -

- (a) Only non-perishable materials are considered for advance
- (b) The stores have physically been brought to site and have not been incorporated in the work.
- (c) The stores are required for the work
- d). They have been stored satisfactorily and are not likely to deteriorate in stock; and they have been valued at rates not higher than current market rates. (For the purpose of evaluating the cost of the materials the contractor's bills towards the purchase of the materials will be compared with the derived rate of those materials from the item rates under the contract and 75% of the cost as per the bills or such derived rates whichever is less, will be considered for payment of materials advance.)

(e) Purchase / Cash vouchers / Proforma of invoices / Test Certificates [wherever required as decided by EIC] are to be furnished by the contractor and the cost/value of material checked with respect to accepted rate of contract to ensure reasonable payment and required quality.

(f) In case the test certificates are not produced by the contractor, laboratory test from a Government laboratory will be carried out by the department for all major value material of contract to ensure the quality as per contract specifications/ standards before accepting the item. The necessary test charges will be borne by contractor.

(g) The Theoretical consumption of cement, dia-wise statement of steel reinforcement and Structural Steel statements must be enclosed along with each bill of a contract.

(h) Advance payment under this clause will be fully adjusted while admitting the next RAR payment and fresh advance against materials at site shall be considered against new certificate given by the Engineer-in-charge. While the material advance paid to the contractor is to be fully recovered from the next running bill, fresh material advance could be considered against the unutilized materials available at site based on the certification by the Engineer-in-charge as per clause.

NOTE: The Contractor shall be responsible for the safe custody of the materials and shall not remove them from the site without the prior written approval of the **Engineer-in-charge**.

26. PRE-FINAL BILL:

RAR within one month from the completion of work can be admitted for payment and can be considered as PRE-FINAL Bill.

a) Where the contractor is not in a position to prepare and submit the final bill and the ATA / Head of the Engineering Department is satisfied that the submission of final bill is delayed beyond Three months after completion of the work, the contractor may be permitted to submit a pre-final bill subject to the following conditions:

b) In case extension of time is not approved the penalty amount shall be withheld and released only after approval of extension of time along with final bill.



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- c) In case Final D.O / NTI's are pending for approval from CFA.
- d) All the items of work done including the NTI's are reflected in the bill and the bill is signed without any protest / reservations.
- e) In order to avoid inordinate delay on part of contractor in submitting the final bills due to meagre amount left after payment of pre-final bill, it is necessary to have a stipulation in the contract that if the final bills are not submitted within one month from the date of receipt of payment against the pre-final bill, the amount so paid will be recovered from any other amount payable to the contractor.

27.FINAL BILL

On completion of the work and recording of measurements of all the items executed including NTI's and deviations, a final deviation statement will be drawn duly representing the actual quantum of work executed against each item in the BOQ, NTI's and deviations.

(a) This final deviation statement along with recommendation for extension of time if any shall be submitted to the competent authority for approval. On approval from competent authority the contractor shall submit the final bill in the prescribed format within three months. To enable the contractor to do so, the Engineer-in-charge will furnish to him necessary statements showing recoveries to be made on account of stores issued, hire charges for tools and plant supplied, charges recoverable for electricity and water consumed etc., if any.

(b) Before submission of the final bill, the contractor should sign a 'no claim certificate' as per format, indicating that he has no claim against the company under the contract in question except as included in the final bill.

(c) Where the contractor is not in a position to prepare the final bill, or not submitting the final bill due to whatsoever reasons even after Three (3) months from approval of Final D.O/amendment the Engineer-in-Charge may give due notice by registered post/speed post indicating specific time limit for submission of final bill.

(d) If the contractor is not turning up in spite of the notice, the Engineer In Charge may, prepare the final bill and it will be binding on contractor.

(e) If the contractor is still not attending, the bill will be processed ex- parte with due intimation to the contractor that no further claim will be entertained on the subject bill thereafter.

(f) On receipt of the final bill duly signed by the Contractor, the same will be scrutinized by the Engineer-in-Charge to see that the claim is in order. He will also attach to the final bill, a statement showing the stores issued for incorporation in work along with recoveries if any, the statement showing the theoretical requirement and the actually incorporated by the contractor in the work, and whether there has been any over – issue / under – issue of stores to the contractor.

(g) Where either the contractor has not fully utilized the stores issued for incorporation in the work or where the quantities used are less than those theoretically required resulting in work being below specifications, HAL will examine the case to see what action should be taken against the Contractor. At the time of receiving payment of the final bill, the contractor will sign a 'No Claim Certificate as for HAL format against HAL stating that they do not have any claim or demand against the subject contract except for the defect liability deposit or any other refundable deposits like EMD for integrity pact etc. If the Contractor does not sign the 'No Claim Certificate', the amount due will not be disbursed to the contractor pending settlement of disputes.

27.2.MAINTANCE PERIOD AND DEFECT LIABILITY DEPOSIT

The normal period of maintenance for all work the defect liability period shall be one year. However for works pertaining to bituminous surfacing (Roads & Aerodrome works), water proofing treatment & anti-termite treatment will have the longer maintenance period up to 3 years, 5 years and 10 years respectively including the normal defect liability period. During this period the contractor will be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. This should be made clear in the tender documents. A guarantee on stamp paper of prescribed value shall be obtained from the contractor along with the final bill for special nature works.

a) As soon as any defects in the work come to the notice, the Engineer-in-Charge should request the contractor, in writing, to rectify the defects noticed and inform him that in case he fails to do so within a reasonable time as decided by ATA, HAL should proceed at his risk & cost and get the work completed. The cost incurred by HAL should be recovered from the defaulting contractor from the Defect Liability Deposit or if the money to be recovered is higher than the DLD, then from any amount due to contractor from any other contract in HAL or any other means.

b) Defect Liability Deposit for a work having combination of civil works and special nature works will be divided into two parts. DLD for the maintenance work will be calculated as above and returned after one year. DLD for special nature work will be calculated based on value of special nature work and 10% of its value [Concerned Items Amount] shall be kept for the DL period as indicated. A suitable tender clause to be provided in this regard.



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c) Defect liability Deposit, will be released only after no demand certificate 'No Demand Certificate' indicating that there are no demand dues from the contractor under this or any other contract. On receipt of the "No Demand Certificate", Accounts Department will verify whether any amounts are due for recovery from the contractor and after deducting any such amounts, pass the claim for payment. The contractor should, while accepting refund, certify that he has no further claims against HAL

28.PROVIDENT FUND BENEFITS:

a) Provident Fund Benefits to employees by or through Contractors under Employees Provident Fund Amendment 1963 (Act No. 28 of 1963). It is an express condition that the Contractor will comply with the provision of the Employees Provident Fund Act 1952 or as revised and the scheme framed there under in respect of every person employed by him or in connection with the work of the Company.

b) It is also agreed to, that the Company shall be entitled to recover from him or in any other manner all such sums and charges paid / payable or incurred by HAL in connection with the Provident Fund in respect of the said employees, such sums including employees contribution, cost of administering the act or scheme administrative expenses incurred by HAL in connection with the extension of the Provident Fund Benefits of such employees. For this purpose the Contractor shall furnish at the commencement of each financial year the particulars of persons employed by him, lengths of services of such employees and the details of Provident Fund Benefits extended to them to HAL Accounts Department.

c) The Contractor shall, during the currency of the contract, when called upon by the Engineer-in-Charge, engage and also ensure engagement by sub-contractors and other employed by the Contractors in connection with the works such numbers of apprentices in the designated trades as prescribed by the Central Government and for such period as may be required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act 1961 and the rules made there and shall be responsible for all obligations of the employer under the said act including the liability to make payment(s) to apprentices as required under the said act.

29.RECOVERY FOR ANY OVER PAYMENT MADE

Should there be any over payments made inadvertently to the Contractor on this account or in any other contract, the Company shall recover such amount from the Contractor either by deducting the amount from any sums that may due or may become due to the Contractor by the Company on any account whatsoever from this or any other contract or from the security-cum-earnest money deposit made by the Contractor.

30. DISMANTLED MATERIALS

Materials obtained from demolition / dismantling work, shall remain with the Contractor at his own risk till such time the Contractor removes them to the HAL Stores. Should the Contractor fail to remove such dismantled materials to HAL Stores within 10 days from the date of completion, the Engineer-in-Charge will be entitled to remove them at the risk and cost in all respects of the Contractor

31. MOVEMENT OF RCC DUE TO TEMPERATURE

To prevent movement of RCC due to temperature difference, the top of wall on which the slab rests should be plastered smooth and spread with a layer of sand before casting the slab. Lintels with chajja when cast monolithic should be provided with a lug in the centre so as to prevent the ingress of moisture on to the inner face of wall

32. INSURANCE AND INDEMNIFICATION:

a) Contractor shall provide for adequate cover to his employees as per provisions of Workmen's Compensation Act.
b) Contractor shall indemnify the Engineer and HAL from all claims that may arise on account of Contractor's operations at Site.

33.. ARBITRATION

Except where, otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings to the specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute, the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the CEO/ General Manager and if the CEO/ General Manager is unable or willing to act, to the sole arbitration of some other persons appointed by the CEO/ General Manager willing to act as such Arbitrator. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for



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any reason, such CEO / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

a) Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

b) It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

c) The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

d) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

e) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

f) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

g) The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

33.1. ARBITRATION IN CASE OF DISPUTE OR DIFFERENCE BETWEEN HAL AND ANY OTHER PUBLIC SECTOR ENTERPRISE OR GOVT DEPARTMENT

In the event of any dispute or difference between HAL and any other Public sector Enterprise as well as between HAL and any Govt department relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. The award of the Arbitrator shall be binding upon the parties to the disputes, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award, to Ministry of Law & Justice, Govt of India, within the period as recorded by the Arbitrator in the award for implementation. Upon such reference the dispute shall be decided by the Law Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

34. JURISDICTION OF THE COURT

All disputes and differences arising out of or in connection with any matter under the contract shall be tried by courts situated at Bangalore only to the exclusive jurisdiction of all courts".

35. WORKMEN'S COMPENSATION ACT AND OTHER LABOUR ACT:

The Contractor shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the specification and to the satisfaction of the Engineering Service. The Contractor shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act 1963, Employer liability Act 1933, workmen's compensation Act 1923, ESI Act or any other Act or enactment relating there to and rules framed there under from time to time. The Contractor shall engage labour only on and during the hours of working day unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the Management

36. FAIR WAGE:

1. The Contractor shall pay wages not less than fair wages to labourers, workmen engaged by him on the work fair wage means wage for the various categories of labour workmen fixed from time to time by the Labour Authorities of the area. The Contractor shall ascertain the minimum fair wage prevailing in the area before submitting tender. The Contractor should also abide by all the regulations of labour in regard to the payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made, maintenance of wage book,



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wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

2 The Contractor shall abide by all the provision of the Contract Labour (Regulation and Abolition) Act 1970, Karnataka Rules 1974 framed there under, which the Contractors are expected to have gone through before quoting for the tender, which interalia contain the following:

- a) Safeguard the welfare and health of labourers.
- b) Ensuing timely payment of wages to the labourers by the Contractors.
- c) Provide Rest Rooms and Canteen Facility and First Aid Facility.
- d) Obtain Registration Certificates and License issue by the competent authority.

3. The Contractor shall duly comply with all the requirement of the Labour Law, Minimum Wages Act, wherever it is applicable. Contract Labour (Regulation and Abolition) Act, Workmen Compensation Act, Provident Fund Act and the Rules made there under, Employees States Insurance Act and other Acts are as applicable from time to time and shall keep HAL fully indemnified & harmless against any action or proceedings, costs of claims, loss or any liability arising against HAL at the instance of the workmen employed by the Contractor, or of authorities under the respective Acts & against breach of any of the provision of the above said Acts.

The Contractor shall also comply with the requirements of act regarding the employment of the Child Labour In so far as it relates to complying with provision of Provident Fund Act 1963 and the scheme framed there under, and Employees State Insurance Act, by the Contractor, the Company shall be entitled to recover from the Contractor (in case the Contractor fails to comply) all sums and charges paid / payable or incurred by HAL in connection with the Provident Fund in respect of the Contractors workmen such sums including their contribution, cost of administering the act and administrative expenses incurred by HAL etc., as also the sums payable in respect of which workmen employed by the Contractor towards the Employees State Insurance contribution, for this purpose the Contractor shall furnish to HAL at the commencement of each month the particulars of persons employed by the Contractor together with the length of service of such employees and the details of Provident Fund Benefits extended to them.

a) The contribution of Provident Fund which is at present 12% or as revised shall be recovered from the wages of labourers by the Contractors and the Contractor, as an employer shall also have to contribute an equal amount and remit the same to PF authorities latest by 15th of every following month or as per Law.

b) Under the ESI Act 1948, as amended from time to time the Contractor shall have to recover employees weekly contributions from their wages and also the Contractor as an employer shall contribute his weekly contribution as shown in the table below and remit the same to ESI authorities latest by 15th of the following month or as per Law.

37.ESI PAYMENT :

The Contractor shall maintain Register showing the names, addresses and other particulars of the insured persons and also obtain ESI / Medical Identity Cards and distribute them to his labourers as employed by him.

Minimum daily wage of employee	Employees contribution (recoverable from Employee)	Employer's contribution	Total contribution (Employees & Employer's Contribution)
As notified by Statutory Government Agency from time to time	0.75% of the wages	3.25% of the wages	4% of the wages

NOTE: The above are current rates as notified under ESI Act and subject to revision by the Government any time.

38. PENALTY FOR NON PAYMENT OF STATUTORY CONTRIBUTION LIKE ESI, PF etc :

The Contribution such as ESI, PF etc. Paid to the respective authorities to be made on or before 15th of every month, otherwise interest or penalty charged by the respective Authority on such payment is to be paid by the contractor. If the authorities demand, such amount shall be recovered from the payment of contractor which is due from HAL and remitted to the respective authorities

39. CONTRACT AGREEMENT:

The Contractor shall submit the contract agreement on a stamp paper of Rs.200/- in a prescribed form duly signed within thirty days of issue of Acceptance Letter to the Senior Manager (Plant Maintenance), Planning and Contracts,



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HAL Helicopter, failing which penalty of Rs.2500/- per week delay to a maximum of Rs. 10,000/-will be levied for delay in submission.

40. LABOUR LICENCE:

The contractor shall obtain labour licence from Competent Authority [Central Government] within thirty days of issue of acceptance and submit to the Officer-in-Charge / Engineer-in-charge. The cost of obtaining licence i.e. licence fee etc., shall be borne by the contractor. However Contractor shall not generally start work without obtaining valid labour licence unless otherwise ordered by Engineer-in-Charge. The contractor shall also submit an Indemnity Bond (as per the pro-forma enclosed) executed on a stamp paper of Rs.200/- indemnifying HAL against all the statutory requirement of the Labour Department

41. CORRUPT OR FRAUDULENT PRACTICES:

The Employer requires that the Bidders / suppliers / Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy the Employer:

- a) Defines, for the purpose of these provisions, the items set forth below as follows.
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- b)"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- c)"Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question."
- d)"Will declare a Bidder in- eligible, either indefinitely or for a stated period of time to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, the contract."

42. INTERPRETATION:

- a) In interpreting the conditions of contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract (English) unless specifically defined. The EIC or his nominee will provide instructions clarifying queries about the conditions of contract.
- b) If sectional completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

43. TERMINATION OF CONTRACT FOR DEATH:

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Contractor. HAL shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.

44. SECRECY:

- 1 The Contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the contract have notice that Indian Official Secrets Act, 1923 (XIX of 1923) applies to them & will continue to so apply even after the completion of such works under the contract.
- 2 The contract is confidential and must be strictly confined to the Contractors own use (except so far as confidential disclosure to Sub-Contractors or suppliers is necessary) and to the purpose of the contract. All documents/drawings thereof and there from furnished to the Contractor shall be returned to the Employer on completion of the work or the earlier determination of the contract (cost non-refundable).
- 3 The Contractor shall employ only Indian Nationals as his representatives, agents, servants and workmen and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the works. If for reasons of technical collaboration or other consideration, the employment of any Foreign Nationals is unavoidable, the Contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his tender.

- 4 HAL or his nominee shall have full powers and without giving any reason to require the Contractor immediately to cease to employ in connection with this contract any representative, agent, servant, workmen or employee whose



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continued employment is in his opinion undesirable. The Contractor shall not be allowed any compensation on this account

45. Patent Rights:

The Contractor shall fully indemnify HAL or the Agent, servant, or employee of HAL against any action, claim or proceeding relating to infringement or the use of any patent or design rights, or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any articles or part thereof included in the contract. In the event of any claims being made or, action brought against HAL or any agent, or servant or employee of HAL in respect of any of the matters aforesaid, the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by HAL in writing but the Contractor shall pay any royalties payable in respect of any such use

46. Responsibility of Contractor against risks:

During currency of the contract it shall be the responsibility of the Contractor to safeguard all materials (tools, tackles, plant, equipment etc. either issued by HAL or brought by the Contractor), against all losses, damages, on account of thefts shortages, fire or any reasons whatsoever and HAL shall not be responsible for loss, damages etc. as aforesaid.

The Contractor shall solely be responsible for protecting and securing such property.

47. Inspection of work:

a) The Engineer-in-Charge shall have power at any time to inspect and examine any part of the works either at the manufacturing plant or at the site of execution and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

b) Should the Engineer-in-Charge consider, at any time during the construction or reconstruction or prior to the expiration of the maintenance period, that any work has been executed with unsound imperfect or unskillful workmanship or of a quality inferior to that contracted for, or not otherwise in accordance with the contract (in respect whereof the decision of the Engineer-in-Charge shall be final binding and conclusive), the Contractor shall on demand in writing from the Engineer-in-Charge specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at his own expense to the entire satisfaction of the Engineer-in-charge, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in its demand aforesaid, HAL may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this conditions shall not extend beyond the maintenance period except as regards workmanship which the EIC shall have previously given notice to the Contractor to rectify.

c) In case HAL carried out any work at the risk and expense of the Contractor under the provisions of this condition HAL may do so by any means and agency at their sole discretion and the cost thereof as certified by the Engineer-in-Charge shall be final, binding and conclusive on the parties.

48. Approval of Works by Stages:

All work consisting of more than one process shall be subject to examination and approval at each stage by the Engineer-in-Charge or his nominee thereof and the Contractor shall give due notice in writing to the Engineer-in-Charge when such stage is ready. Approval of works by stages shall be recorded in Stage Passing Register. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.

If any work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of the Engineer-in-charge. Also in the event of failure of the Contractor to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge at the Contractor's expense.

49. TECHNICAL EXAMINATIONS AND OVER PAYMENTS / UNDER PAYMENTS:

49.1 The company reserves the right to carry out post-payment audit and technical examination of the Running / Final bill including all supporting vouchers, abstracts, etc., the company further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact the amount of the running / final bill figures in the arbitration award.



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49.2 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company from the contractor or if any underpayment is discovered, the amount shall be duly paid to the contractor by the company

49.3 Provided that the aforesaid right of the company to adjust overpayments against amounts due to the contractor under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is MINUS bill, from the date of the amount payable by the contractor under the MINUS final bill is communicated to the contractor.

50. SUBMISSION OF AGREEMENTS, BANK GUARANTEES, HYPOTHECATION DEEDS ETC.:

Any Agreement, Bank Guarantee, any Hypothecation deed etc. required to be executed under this contract shall be made at the cost of the Contractor with proper stamp duty as per the Formats enclosed respectively. However, the Accepting Officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him. Bank Guarantees from Indian Nationalized Banks only will be accepted.

51. ENCASHMENT OF BANK GUARANTEE:

HAL shall have full rights whatsoever to encash any Bank Guarantee executed under this contract at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by HAL and any disputes/ claim whatsoever in this regard shall only be settled by means of arbitration as provided for in this contract and the decision of HAL as to what amount is due to HAL from the said Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-bank and the Contractor shall have no right to interfere with the same except to agitate/ claim/ dispute the same before the arbitration and the bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to HAL without the Contractors consent and without referring the matter to the Contractor. Courts at Bangalore will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.

LIST OF APPROVED MAKE / VENDORS / MANUFACTURER'S

SL. No.	Item	Make / Manufacture
1.	Ordinary Portland Cement 43 Grade (OPC)	Vasavadatta, Rajshree, India Cement A.C.C., J.K.Cement, RASI, Zuari, Birla, India Cement – Shankar – Coramandel, Diamond Mysore Cements, Ultratech, Madras Cement, Pennar, Dalmia.
2.	White Cement	Birla White, JK White
3.	Reinforcement Steel (TMT)& Structural Steel.	SAIL, TISCO, IISCO, VizagIspat, Visweswaraya Iron & Steel Ltd., Indus, SRMB,Jindal,Sanvik,Shyam Steel.
4.	Ceramic Tiles	Kajaria, Somany, Orient, H&R Johnson Tiles, Nitco. AGL tiles
5.	Vitrified Tiles.	Naveen, H&R Johnson Tiles, Nitco, Euro, Somany, Marbitto,AGL Tiles.
6.	Marble Mosaic Tiles.	Modern, Nitco, Basant, Techno, Parijatha Tiles.
7.	Aluminium Hardware Fittings.	Argent, Nulite, Sigma, Alps, Hardwyn.
8.	Aluminium Extruded Sections.	Jindal, Indal, Hindalco.
9.	Glass.	Modi Float, Saint Gobain, Hindustan Pilkington, Vallabh Glass Works, Triveni, Ajit India Ltd, Tata Asahi.
10.	Plywood (Commercial).	Jaishree, Kitply, Turbo, Alpine, Kenwood, Greenlam, M/s. Mak Plywood Industries Private Limited.
11.	Plywood (Waterproof).	Sharon, Silver, Archid, Greenlam, India Plywood co., (Anchor).
12.	Flush Door Shutters & Block Board.	Mysore Plywood, Kutty Flush Shutters, Indian Plywood Manufacturing Co., Diamond, Bharath Plywood Co., Sharon, Alpine, Kenwood, Western India, Durian, Duro, Raveladoors,Greenlam,National,Trojan.
13.	Laminated Board – Particle.	Virrlam, Greenlam, Formica, Sandek, Swaraj.



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14.	M.S. Windows.	I.S.I. approved sections, M/s.MadhuIndustries,M/s.Conard Industries, M/s. Deccan Structural, M/s. Raja Mechanical Manufacturers with Flash Butt welding facility.
15.	Paints.	Asian paints, Berger, Shalimar, Jenson & Nicholson, I.C.I., British paints, GoodlassNerolac, Garware.
16.	Cement Paints.	Snowcem, Jenson & Nicholson, Durocem, Surfacem, Trump Snowcem, Asian, Berger, Shalimar.
17.	Hardware for Wooden Doors: (a). Hinges – (b). Tower Bolt Bracs – I. Latches & internal Locks – (d). Brass Mortice Lock –	GARG (IS Mark), Janata, Mukund, Jyothi.(non IS mark) PAG, Godrej, Harrison. Godrej, Harrison, Laxmi.
18.	Ms pipes	Jindal/Tata
19.	Sanitary Fittings & Fixtures.	Hindustan Twyford, Parry & Co., Nycer, CERA, Johnson Pedde's, jaguar,Hindware.
20.	Gun Metal Valves.	Leader Engineering Works, Bombay Metal Co., Annapurna Metal Works, ISI approved.
21.	G.I. Pipes.	Indian Tube Co. /Zenith/Tata/Prakash/Jindal.
22.	C.P. Fittings.	1. EGO Metal works Bailahgaran Haryana (Pillar Tap), concealed stop cocks, mixing fittings, Angle (Valves). 2. Jaguar (continental range). 3. Ess. Col. Metal Works Calcutta (Bottle Traps, Waste Fittings, Shower Roses, Towel Rods and Accessories). 4. Mayur Othello Premium.
23.	Water Proofing Compound.	Cico/Roff Construction/ WackieChemie/Fosroc /Pidilite/ SIKA/DR.Fixit.
24.	GI Fittings.	R.M. Engineering Works (P)., Jullander / K.S / Unik/.Bombay Metal Co., Bombay/Annapurna Metal Works, Calcutta/'R' brand/Ring & Cross/IS make.
25.	Cast Iron Pipes & Fittings.	1. SKF/ NECO /I.S.I. Approved.
26.	R.C.C. Pipes.	Indian Hume Pipe Co./Spun Pipe Co., (P) Ltd.
27.	Roof Sheetting.	Ambient, kailash, Inter-arch, Lloyd's, Indal, Alfaa Enterprises.
28.	Galvalume sheet for roofing,Cladding,Sandwich Panel, Etc.,	YP Corian,JSW,BhushanSteels,Indal,Jindal,Tata Steel[Tata Blue Scope],Essar,SAILOe any other BIS Licenced manufacturers.
29.	Structural Glazing.	Nikitha, Citadel, Alcopanel, Silver Streak Fab.
30.	False Ceiling.	Armstrong, Ambient, Superslide Industries, Add DÉCOR.
31.	Modified APP membranes	Fosroc, Sika, Texa, Llyod, Pidilite Industries.
32.	UPVC/CVC Pipes including fittings	Flow Guard,Ashirwad,Karnataka Pipes corporation.
33.	Pumps & Submersible pumps	Kirloskar,CRI
34.	Epoxy Flooring,	FOSROCK,Dr.Fixit,Pedilite,Sika,Dr.Beck.
35.	PVC doors	Sintex/IS approved brand
36.	PVC pipes	Kisan, Supreme.

Note: Contractor shall obtain prior approval of HAL before procurement of the Materials listed here before. If the above Brands of Materials are not available, Engineer-in-charge shall allow use of other brand material duly approved by Competent Technical Authority, provided they confirm to the requirement of IS as per Technical Specification/Quality Plan as enclosed with the Tender Document.

LIST OF TESTING LABORATORIES (NABL Approved)

- Shriram Institute for Industrial Research, Bangalore
- Civil Aid Technoclinic, Bangalore
- Geological and Metallurgical Laboratories, Bangalore
- Gooly Consultancy Services, Bangalore
- Any other NABL Approved Laboratory

Signature of Issuing Officer

Signature of Bidder



Tender No. : HD/CM-PM/CIVIL/WO420/22-23

Date: 07-12-2022

PARTICULAR SPECIFICATION FOR AGGREGATE (CONCRETE WORKS)

(a) GEN ERAL: Aggregate shall consist of naturally occurred sand, stone or gravel (crushed or uncrushed) or a combination of both conforming to requirement of IS 383. They shall be hard, strong, dense, durable class and free from veins and adherent coatings.

(b) DELETERIOUS MATERIAL: Aggregates shall not contain any harmful materials such as Iron Pyrites, Coal, Mica, Lignite, Soft fragments, Sea shells, Shale or similar laminated material clay Alkali organic impurities etc., In such quantities as to affect the strength and durability of the concrete and in addition to the above for reinforced concrete any material which might attack reinforcement. The maximum quantities of deleterious materials in the aggregate when determined accordance with I.S.2386 PART-I and II Methods of tests for aggregates for concrete, estimated of deleterious materials and organic impurities shall not exceed the limit (by weight) laid down in the following tables:

Deleterious Substances	FINE AGGREGATE		COARSE AGGREGATE	
1	Uncrushed 2	Crushed 3	Uncrushed 4	Crushed 5
a) Coal and Lignite	1.00	1.00	1.00	1.00
(ii) Clay Lumps	1.00	1.00	1.00	1.00
(iii) Materials passing 75mm Micron IS sieve.	3.00	15.00	3.00	3.00
(iv) Soft fragments	--	--	3.00	--
(v) Shale	1.00	--	--	--
(vi) Total of percentages of all deleterious materials (except mica) including Sl.No.(i) of Column 2, 4 & 5 and Sl.No (i) & (ii) for Column 3 only.	5.00	2.00	5.00	5.00

Use of sea sand will not be allowed for any description of mortar and concrete works, unless otherwise, stated in the contract documents. Failing of specific provision to this effect, contract price shall be deemed to cover the use of non-sea sand only.

(d) GRADED COARSE AGGREGATE: Grading of graded coarse aggregate shall be within the limits given in the following table.

I.S SIEVE DESIGNATION	Percentage passing for Graded aggregate of nominal size		
	40mm	20mm	12.5mm
80mm	100	--	--
63mm	--	--	--
40mm	95-100	100	--
20mm	30-70	95-100	100
12.5mm	--	--	90-100
10mm	10-35	25-55	40-85
4.75mm	0-5	0-10	0-10

(e) FINE AGGREGATE (SAND):-

Grading of fine aggregate shall be within the limits given in the following tables where the grading falls outside the limits of any grading zone of sieve other than 600 Microns I.S. sieve by total amount not exceeding 5 percentage shall be regarded as falling within that grading zone. This tolerance shall not be applied to percentage passing the 600 Microns I.S.sieve or to percentage passing any other sieve size of the coarse limit of grading zone -I or the finer limits of grading Zone-IV

I.S.SIEVE	PERCENTAGE PASSING FOR			
	Grading Zone -I	Grading Zone -II	Grading Zone -III	Grading Zone -IV
10mm	100	100	100	100
4.75mm	90-100	90-100	90-100	95-100
2.36mm	60-95	75-100	85-100	95-100
1.18mm	30-70	55-90	75-100	90-100
600micron	15-34	35-90	60-79	80-100
300micron	5-20	8-30	12-40	15-50
150micron	0-10	0-10	0-10	0-15

NOTE

1.For crusher stone sands the permissible limit on 150 Micron IS Sieve shall be increased by 20%. This does not affect the tolerance of 5% as already allowed.



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2. Fine aggregate conforming to grading Zone- IV shall not be used in reinforcement concrete, unless tests (which shall be recorded) have been made to ascertain the suitability of proposed mix proportions and use of such fine aggregate is approved.

(f) SAMPLING AND TESTING:-

The methods of sampling shall be in accordance with IS 2386, IS 2430 methods of sampling of aggregate for concrete. The amount of materials required for each test shall be as specified in the relevant method of test given in IS 2386 (Part-I to VII) methods of test for aggregate for concrete.

All tests shall be carried out as described in IS 2386 (Part I to Part-VII).

In case of all in aggregates, for purposes of determining complaints with requirements given in sub clauses (b), above (limits for deleterious materials), and when necessary for other tests, the aggregate shall be first separated into two fractions, one finer than 4.75mm IS sieve and the other retained on 4.75mm IS sieve and appropriate tests shall be made on samples each components as fine and coarse aggregates.

CEMENT CO-EFFICIENT SCHEDULE

1	2	3	4	5	6
SI No	Description of Item	Mix by volume	Unit	Cement Constant in Kg	
	<u>Cement Concrete</u>				
1	Mixed cement concrete delivered on bunker	1:1-1/2:3	Cubic Metre	402.83	
		1:2:4		308.53	
		1:2:5		268.55	
		1:2 - 1/2:5		253.18	
		1:3:6		213.20	
		1:4:8		161.95	
		1:5:10		129.15	
		1:7:12		104.55	
2	Mixed cement concrete using all in aggregate delivered in bunker	1:5	Cubic Metre	312.63	
		1:6		264.45	
		1:8		206.03	
		1:12		138.38	
	<u>MORTAR</u>				
3	Cement and Sand mortar	1:1	Cubic Metre	1058.53	
		1:2		699.05	
		1:3		493.03	
		1:4		382.33	
		1:6		254.20	
		1:8		192.70	
4	Gauged mortar (cement Lime and Sand Mortar)	1:1:6	Cubic Metre	244.98	
		1:1:8		189.63	
		1:2:9		164.00	
		1:5:10		147.60	
		1:7:12		120.95	
	<u>BRICKS</u>			Old Size Bricks	Mod.Bricks
5	Brick work in well burnt bricks straight on plan or curve exceeding 6 metres mean inner radius, built in cement and sand mortar	1:3	Cubic Metre	123.00	113.30
		1:4		95.84	87.90
		1:6		64.06	58.40
		1:8		47.93	44.30
		1:1:8		47.93	43.60
		1:2:9		40.49	37.70
	<u>STONE MASONRY</u>				
7	Walling of random or polygonal rubble uncoursed or brought upto courses well bonded bedded and solidly hearted in cement mortar	1:3	Cubic Metre	147.60	
		1:4		114.80	
		1:6		75.34	
		1:8		58.94	
8	Walling of random or polygonal rubble	1:1:6	Cubic	73.80	

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	uncoursed or brought upto courses well bonded bedded and solidly hearted in gauged mortar	1:1:8 1:2:9	Metre	56.89 49.71	
	<u>PLASTERING</u>				
9	10mm(1/2 Inch) thick rendering or screeding on brick or concrete surfaces in cement and sand mortar.	1:2 1:3 1:4 1:6	Square Metre	11.79 8.41 6.77 4.46	
10	10mm(1/2 Inch) thick rendering or screeding on brick or concrete surfaces in gauged mortar.	1:1:8 1:2:9	Square Metre	3.38 19.40	
11	10mm(1/2 Inch) thick rendering or screeding on stone masonry surfaces or lathing in cement and sand mortar.	1:2 1:3 1:4 1:6	Square Metre	15.68 11.17 8.41 5.64	
12	10mm(1/2 Inch) thick rendering or screeding on stone masonry surfaces or lathing in gauged mortar.	1:1:8 1:2:9	Square Metre	4.20 3.64	
13	Add to or deduct from Serial No.9 & 11 for each 5mm (1/4 inch) thickness in cement mortar over or under 10mm (1/2 inch) on concrete, brick, lathing or stone masonry surfaces.	1:2 1:3 1:4 1:6	Square Metre	4.77 3.38 2.51 1.69	
14	-do- as in item 10 & 12 in gauged mortar	1:1:8 1:2:9	Square Metre	1.38 1.13	
	<u>POINTING</u>				
15	Raking out joints to a depth of 10mm and flush, keyed or struck pointing on brickwork in cement mortar	1:2 1:3 1:4	Square Metre	2.51 1.69 1.39	
16	Raking out joints to a depth of 10mm and flush, keyed or struck pointing on random rubble masonry uncoursed or brought to courses with 20mm thick joints in cement mortar.	1:2 1:3 1:4	Square Metre	5.02 3.95 2.83	
17	Struck, Keyed or flush pointing to block in course or ashlar or concrete walling in cement mortar	1:2 1:3 1:4	Square Metre	1.39 1.13 0.85	
18	Struck, keyed or flush pointing to squared rubble courses or uncoursed walling in cement mortar	1:2 1:3 1:4	Square Metre	3.95 2.82 2.26	
19	Bastard tuck or masons V joint pointing to squared rubble courses or uncoursed masonry in cement mortar.	1:2 1:3 1:4	Square Metre	5.02 3.64 2.82	
20	Bastard tuck or masons V joint pointing to random rubble masonry uncoursed or brought to courses in cement mortar.	1:2 1:3 1:4	Square Metre	6.15 4.40 3.64	
	<u>BRICK FLOORING</u>				
21	Hard burnt brick floors laid flat, jointed and pointed flush in cement & sand mortar	1:3 1:6	Square Metre	11.17 5.64	
22	-do- but bricks laid on edge.	1:3 1:6	Square Metre	15.68 8.41	
	<u>SURFACE FINISHING TO CONCRETE FLOORS</u>				

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23	Floating with wood or steel hand float as ordered, cement concrete surface to a fair & even surface using extra cement		Square Metre	1.38	
	GRANOLITHIC FLOORING				
24	30mm thick granolithic concrete floor topping spread over ordinary concrete floors, etc., including floating or trowelling to an even and fair surface.	1:1:2	Square Metre	16.09	
25	10mm (3/8 inch) thick layer of terrazzo (consisting of 1 part of mixture of cement and marble powder to 1.5 parts of approved crushed stone chippings 4 to 7mm size) laid level or to fall including cut and polished finish.	1:1:5	Square Metre	8.71	
26	"Size stone" masonry (In cement mortar as prevalent in Bangalore)	1:6	Cubic Metre	65.00+1.62 = 66.62	
27	Laterite Stone Masonry in cement mortar.(as prevalent in Cochin/Goa)	1:3	Cubic Metre	100.00	
		1:4		79.60	
		1:6		50.00	
		1:8		40.00	

QUALITY PLAN

**MANDATORY TESTS TO BE CONDUCTED BY CONTRACTOR AT HIS COST
ANNEXURE -A**

SI No	Materials	Test	Recommended Frequency	Relevant IS	Minimum Qty of Sample required.
1.	Water	Chemical and Physical properties for potable water	One test per source before commencement of work.	IS 456-2000	1 Litre
2.	Sand(Fine Aggregate)	a) Silt Content (Field Test)	This is a routine test and should be carried out for sand for each source.	IS 2386-1990	5 Kg.
		b) Bulking of Sand(Field Test)	180 CUM of part thereof or whenever moisture content is doubtful.		
		c) Particle size distribution(Lab Test)	180 CUM of part thereof	IS383-1997	
3.	Coarse aggregate	a) Aggregate Crushing value.	Once in beginning of stacking materials thereafter for every change of source.	IS2386-1990	10kg.
		b) Particle Size(Lab Test)	180 CUM or part thereof for R.C.C work. For rest of work as desired by EIC.		
		c) Flakiness Index & Elongation Index.	180 CUM or part thereof for R.C.C work.		
4.	Cement	a) Initial and Final setting time.	One Test for 300 Tonnes or part thereof and for every change of brand of cement.	IS4032-1983	10kg
		b) Compressive Strength		IS4031-1988	
5.	Steel	Tensile Strength a) Ultimate Tensile Stress b) Yield Stress c) C) Percentage Elongation	One Test per category for every consignment used in work.	IS1786	3 Nos for each category 1M length.

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		d) Chemical Properties			
6.	Brick	a) Water absorption b) Efflorescence c) Compressive Strength d) Physical Dimensions	One Test for every 40,000 Nos. or part thereof and for every change of brand (Set of 5 Bricks)	IS 1077-1992 IS 3495-1992	6 Nos.
7.	Marble	a) Moisture Absorption b) MHO's Scale of Hardness c) Specific gravity.	One Test for every 400Sq.m or part or part thereof for each source.	IS 1130-1993	3 Nos 50mmx50mm
8.	Flush Doors	a) End immersion b) Knife c) Glue Adhesion	Destructive Tests based on No. of Shutters 1-100 1 101-200 2 >201 3	IS 4020-1998 IS 5523 - 1983	
9	Aluminium Doors & Window Fittings	a) Thickness of anodic coating. b) Weight per Metre	One Test for Material costing Rs 8,00,000.00 or part thereof	As per Specification	1M of each Category.
10	Terrazo Tiles/ Mosaic Tiles	a) Wet Transverse Strength b) Water Absorption c) Abrasion Test	One Test for lot of 1,00,000 Tiles or part thereof.	IS 1237-1980	6 Nos.
11	Enamel Paints	a) Drying Test b) Consistency	One Test for each lot	IS 2933	5 Kgs.
	Synthetic Enamel Paints	c) Finish d) Residue on Sieve		IS 2932	
	Aluminium Paints	e) Water Coating f) Weight per Litre		IS 2339	
	Other Paints	g) Lead Restriction		As applicable	
12	Glazed Tiles/ Ceramic Tiles	a) Water Absorption b) Crazeing Test c) Espalt Test	One Test for every 5000 Nos. or part thereof.	IS 13630-1993	6 Nos.
13	Concrete	a) Cube Test b) Slump Test (Field Test)	7 days 28 days	IS 456-2000	6 Nos.
14	Structural Steel	a) Physical properties b) Chemical Analysis c) Ultimate Tensile Stress d) Weight (Field Test)	One Test for every 10 Ton or part thereof for each category	IS 2062-1999	Minimum length 1m in each category.
15	Timber	Moisture content and classification	One Test	IS 11215-1991	As per Lab requirement.

NOTE:

- Contractors to note that Engineer-in-Charge may vary the frequency and testing of materials at his discretion. The above mentioned frequency is minimum number of tests required. The materials which are not used in the work need not be tested.
- The testing shall be arranged as specified in IS in an approved Lab/Test House.
- The test samples shall be taken in the presence of HAL Engineer.
- The latest revision of IS Code shall be used.
- Engineer-in-charge may accept the test certificate from the approved manufacturer in view of above.

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PARTICULARS SPECIFICATION – POWER ROAD ROLLERS.

The Contractor shall maintain a log book for each roller engaged for the work regarding name of work, reference to Contract No., Date, Nature and area of surface rolled, hours of working of the Road Roller etc. Entries in the Log Book shall be signed by the Contractor(s) or his authorised representative and by the Engineer-in-charge. This logbook shall have to be submitted along with the bill and M.B. A day shall mean 8 hours of rolling.

OUTPUT OF ROAD ROLLER OF CAPACITY 8 TO 12 TONNES PER DAY OF 8 HOURS:-

1. FORMATION:

1.1 Road work : 2000 Smtrs.

1.2 Air field work : 2500 Smtrs.

2. STONE SOLING (15 CM SPREAD THICKNESS)

2.1 Road work : 500 Smtrs.

2.2 Air field work : 600 Smtrs.

3. WATER BOUND MACADAM (STONE METAL)

3.1 Road work of 11.5 cm spread thickness : 30 Cmtrs.

3.2 Air field work 11.5 cm to 15 cm spread thickness single : 35 Cmtrs.

3.3 Single coat surface dressing of roads : 800 Smtrs.

3.4 Double coat surface dressing of roads : 400 Smtrs.

4. PREMIXED CARPET OF 2.5 CM THICK WITH SEAL COAT (SPREAD THICKNESS)

4.1 Road work : 600 Smtrs.

4.2 Air field work : 750 Smtrs.

5. PREMIXED CARPET OF 5.00CM THICK WITH SEAL COAT (SPREAD THICKNESS)

5.1 Road work : 450 Smtrs.

5.2 Air field work : 600 Smtrs.

6. PREMIXED CARPET OF 8.00CM THICK WITH SEAL COAT (SPREAD THICKNESS)

6.1 Air field work : 300 Smtrs.

To ensure proper consolidation, Roller must work for at least the number of days assessed on the basis of the above output. If Rollers have not worked for the minimum number of days assessed as aforesaid recovery shall be effected from the contractor for the number of days representing the difference between the days assessed on the basis of the output and the days for which the Roller have actually worked at the rate of Rs. 800/- per day.

The above provision shall not absolve the Contractor of his responsibility of properly consolidating the surface as required under the provision of the Contract.

MODE OF MEASUREMENT

Measurement for metalling work shall be taken in two stages viz, measurement of Road metal in compact stacks prepared on level ground and measurements of the completed work. Spread thickness shall be checked from the net quantity of materials measured as per stack measurement.

SPECIFICATION OF THE QUALITY OF TEAK WOOD TO BE USED FOR JOINERY WORKS

NOTE:

The whole of the timber shall be of good quality, well properly kiln seasoned of natural growth, uniform in texture free from large, loose or dead or cluster knots, waness, injuries open shakes, borer holes, rot, decay, discoloration, soft or spongy spots, hollow packets, pith or centre heart and all other defects and blemishes. The moisture content shall not be more than 10% of its weight, when it is dry. All framed joined for external work shall put together with white lead and the joints pinned with hard wood or bamboo pins, for internal work, the joints shall be glued and similarly pinned.

The timber should be fully seasoned in a proper seasoning plant prior to commencement of the work and be approved by the Engineer-in-charge. For this purpose, the contractor/s should afford facilities for the Engineer-in-charge to visit his workshops/manufacturer's firm during the currency of this contract. If the joinery work is got done through a firm having seasoning plant, a certificate to the effect that the timber required for the work was seasoned in their plant should be produced to the Engineer-in-charge. They should give guarantee that any varying/ twisting etc., noticed within a period of 12 months as result of inadequate seasoning shall be rectified at their own cost. For other details regarding width of styles, rails, ledges etc., refer 8.20 of section -8-Joinery-MES Standard Schedule of Rates 2009 Part-I Specifications.



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FORMAT OF AGREEMENT

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF VALUE OF 200/- WITHIN 30 DAYS OF ACCEPTANCE LETTER)

AGREEMENT

CONTRACT No. –
CONTRACT FOR –

ARTICLE OF AGREEMENT made on this _____ day of _____ Two Thousand _____ between the Hindustan Aeronautics Limited, Helicopter Complex, Bangalore-560 017, hereinafter called "HAL" or 'Company' (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the one part and M/s. _____ having its registered office at _____ hereafter called the "Contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

Whereas the Contractor/s has/have by tender dated _____ amended by the Contractor's letter no. _____ dated _____ offered to execute and fully complete the intended works in connection with " _____ " in the Company's Factory area, for the Company, as set forth in the tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of ` _____ (Rupees _____ **only**) and the Company has accepted such itemized rate tender in terms of its letter no. _____ dated _____. GST/Any Taxes in all cases being always the Contractor's/ Contractors' responsibility.

Now, This Agreement witnesseth as follows: -

The Contractor/s covenant/s and agree/s with the Company that the Contractor/s will within the time of _____ Months from the date stipulated in the work order and in the manner and pursuant and subject to all and singular the terms, obligations and conditions in the said tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule provided, contained and referred to execute and fully complete all and singular the works specified, described or referred to in and by the said tender as amended and the Drawings, General Conditions, Special Conditions, Specifications and Bill of Quantities and Schedule and will well and truly observe, perform, fulfill, submit to and keep all the said terms, obligations, conditions and matters in the said tender as amended and the Drawings, General Conditions, Special Conditions, Specifications and Bill of Quantities and Schedule contained and referred to and on the part of the Contractor/s to be observed, performed, fulfilled, submitted to or kept according to the true intent and meaning of the said tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule. Any items not covered by the tendered rates will be worked out as per conditions attached to the tender documents.

In case the work is not completed in the manner mentioned above to the complete satisfaction of the Company in every respect within the aforesaid time limit of _____ Months from the date stipulated in the Work Order, the Contractor/s agree/s to pay a penalty of _____ of the value of the Work Order for each week of delay beyond the date stipulated for completion, subject, however to a maximum of _____ of the value of the Work Order. It is agreed that time is the essence of the contract.

2. In consideration of the premises the Company covenants with the Contractor/s that it will pay to the Contractor/s at the several times and in the sums, proportions and manner in the said Tender Conditions in that behalf provided the amount accruing from time to time, but subject to conditions therein contained.

3. This agreement further witnesseth that the Contractor/s hereby covenant/s with the Company that in the event of the non-fulfillment in any respect by the Contractor/s of the said covenants, terms, agreements, obligations and conditions on the part of the Contractor/s, the Contractor/s will pay to the Company all loss, damages, costs, charges and expenses as the Company may be directly or indirectly put to in consequence of such non fulfillment by the Contractor/s.

4. If the Contractor fails to perform the contract or carry out the contract to the satisfaction of the Company within the period fixed for the purpose of at any time repudiates the contract before expiry of such period, the Additional General Manager (Plant Maintenance) or any Officer of the Company so authorizes may, without prejudice to the right of the Company to recover from the Contractor, damages for the breach of the contract, terminate the

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Signature of Issuing Officer

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contract as a whole or terminate a part of the contract at the risk and cost of the Contractor without prior Notice and get the balance work executed through some other agency and held the Contractor liable for all the losses and expenses incurred by the Company.

The decision of the General Manager – Helicopter Division or accepting authority of HAL is final with regard to the satisfactory performance of the contract and is binding on both the parties.

5. In the event of any dispute arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitration of an Engineer Officer to be appointed by the CEO (HC) of the Company.

6. The following documents are deemed to form part of this agreement, namely the tender document including the General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices and the Drawings mentioned in the Specifications, all of which for the purposes of identification have been signed by the Chief Manager (Plant maintenance), on behalf of the Company and the Contractor/s. The letter of Acceptance and all the letters referred therein will also form part of this agreement.

7. "This agreement further witnesseth that the Contractor/s is/are responsible for any accident/s or other compensation payable to anybody including contract labour employed by or out of the contract arising out of and in the course of execution of this contract and the Company is no way responsible / liable for any payment whatsoever to be made by the Contractor. If for any reason/s the Company is made liable to pay a compensation for any accident arising out of and in the course of execution of this contract, the Contractor shall indemnify the Company to the extent of compensation awarded / ordered by any authority."

8. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen at Bangalore and only Courts in Bangalore shall have jurisdiction to determine the same In Witness Whereof the said parties hereto have hereunto set their hands.

For HINDUSTAN AERONAUTICS LIMITED

DIVISION
CONTRACTOR/s

SIGNATURE OF

Witnesses;

- 1.
- 2.

Witnesses;

- 1.
- 2.



HINDUSTAN AERONAUTICS LIMITED
HELICOPTER DIVISION
POST BAG NO. 1790
BANGALORE-560017. INDIA
GSTIN:29AAACH3641R1Z3



PHONE : 00 91 80 22323715/2512
FAX : 00 91 80 22314717
Email: dharmapad.sahu@hal-india.co.in

Tender No. : HD/CM-PM/CIVIL/WO420/22-23

Date: 07-12-2022

FORMAT OF INDEMNITY BOND:

(TO BE EXECUTED ON STAMP PAPER OF VALUE Rs. 200/-)

This Indemnity Bond is executed on _____ day of _____ 200____ in favour of M/s Hindustan Aeronautics Limited., a company incorporated under the Companies Act 1956, having its registered office at No.15/1, Cubbon Road, Bangalore – 560 001 and having a factory complex at Vimanapura, Bangalore 560 017 (herein after called as the "Company", which expression shall mean and include its successor and assigns) by M/s _____ represented herein by its _____ Sri. _____ s/o _____ aged about _____ years and residing at _____ is not a registered contractor of HAL (herein after called as the "Contractor" which expression shall mean and include his heirs, executors, administrators, successors and assigns)

Whereas the Contractor/s has/have by tender dated _____ amended by the Contractor's letter no. _____ dated _____ offered to execute and fully complete the intended works in connection with _____ "in the Company's Factory area, for the Company, as set forth in the tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of Rupees _____ only) and the Company has accepted such itemized rate tender in terms of its letter no. _____ dated _____. GST/Any Taxes in all cases being always the Contractor's/ Contractors' responsibility.

NOW THE INDEMNITY WITNESSTH AS FOLLOWS.

WHEREAS the contractor indemnifies that in respect of the payment made to the labours engaged by him and the company has agreed on the same but subject to keep the company fully indemnified at all times against any claims, decree, notice, loss or liability, costs, action or proceedings which may arise against the company at the instance of the authority under the act of any person or persons of the company making payment to the contractor.

WHEREAS the contractor further indemnifies that company that he shall make good any dues claims etc., in respect of labour engaged by him towards provident fund in the contract works No. _____ executed by him on receipt of the demand in writing from the company without any demur.

WHEREAS the contractor indemnifies for claims on all injury to person, animal or things or damages to property which may arise from the operation or neglect or omission of himself or any nominated sub-contractor or any employee/s or any other cause whatsoever in any way connected with the carrying out of his contract.

WHEREAS the contractor indemnifies the company for any claims from any other agency / statutory bodies which may arise due to the operation or neglect or omission of that agency involved in carrying out of this contract in whatsoever manner to the person/s or property of HAL even though the contractor has taken utmost precaution against accident or injury.

WHEREAS the contractor indemnifies the company for any claims from any other agency / statutory bodies which may arise due to the statutory requirement of all Acts and enactments pertaining to the Labour Laws enforcing maintenance of all records, payments of fees for obtaining Licenses etc., all as per the Terms & conditions laid in the Tender document.

WHEREAS the contractor further indemnifies for claims on payment of all wages or other money to his worker/s or employees under the payment of wages Act 1963 or employers liability Act 1933, workmen compensation Act, ESI act or any other Act or enactment relating there to and rules framed there under from time to time.

WHEREAS the contractor indemnifies for the insurance policy coverage for any damage, theft, burglary including force majeure damage due to fire, riot, civil war, damage by Air Craft etc.

WHEREAS that the liability of the contractor under the bond shall not be altered, modified or nullified by any change in the Constitution of either the Company or the contractor and that the decision of the company in respect of any claim shall be final and binding on the contractor.

IN WITNESS WHERE OF THE CONTRACTOR HAS EXECUTED THESE PRESENT THE DAY MONTH AND YEAR ABOVE MENTIONED.

WITNESSES

1.

CONTRACTOR

Signature of Issuing Officer

Signature of Bidder



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2.

NOTARY

FORMAT OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

[BG IS APPLICABLE FOR WORKS COSTING MORE THAN 10 LAKHS ONLY]

[BG SHOULD BE SENT TO AGM (FINANCE), HAL, HELICOPTER DIVISION DIRECTLY BY RESPECTIVE BANK THROUGH REGISTERED POST. BG'S WILL NOT BE RECEIVED BY HAND].

[ON NON JUDICIAL STAMP PAPER AS PER BANK VALUE]

1. In consideration of the HINDUSTAN AERONAUTICS LTD., _____ Division (hereinafter called as "HAL") having agreed to exempt _____ [hereinafter called "the said Contractor/Supplier(s)"] from the demand, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called "the said Agreement"/ said Contract/ said Order), made between _____ and _____ for _____ (indicate the scope of supply) of security deposit for the due fulfilment by the said Contractor/Supplier(s) of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in ` / Foreign Currency) (_____ only), We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [contractor/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in ` / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to/ suffered by HAL by reason of any breach by the said Contractor/supplier(s) of any of the terms or conditions contained in the said Agreement/Contract/Order.

2. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from HAL within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HAL by reason of breach by the said contractor(s)/supplier of any of the terms or conditions contained in the said Agreement./Contract/Order or by reason of the contractor(s)' failure to perform the said Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in ` / Foreign Currency).

3. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in ` / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal.

We, _____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/Order or to extend time of performance by the said contractor/supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said Contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement/contract/order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HAL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or Bank shall not discharge the Bank of its liability under this deed.

5. The validity of Bank Guarantee shall be up to..... (dd/mm/yy) and such date shall be 90 days after the last delivery/Services against the contract. The Bank Guarantee will continue to be enforceable till all the dues of HAL under or by virtue of the said Agreement / Contract/Order have been fully paid and its claims satisfied or discharged or till HAL certifies that the terms and conditions of the said Agreement/Contract/ Order have been fully and properly carried out by the said contractor/supplier(s) and accordingly discharges this guarantee.



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6. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

7. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

FORMAT OF AFFIDAVIT

Sir,

Sub:

Authority:

I, the undersigned hereby state that labourers / employees working [As per list enclosed] for M/s.

HAL Contract No. _____ are free from all adverse antecedents. In the event of any unusual act / incidents / accidents caused by the labourers / employees working for M/s. _____ I take full responsibility for the lapses and misconduct on the part of labourers engaged by me.

Thanking You

Yours faithfully,

Signature:

Name:

HAL Pass No: _____

FORMAT OF NO CLAIM CERTIFICATE

(To be submitted on Agency's Letter Head along with FINAL BILL)

It is to certify that we have no claim against HAL for the work "....."of Contract No:.....Under the Plant Order No: except as included in the FINAL BILL and Refundable amount of Security Deposit/Performance Guarantee Deposit if any.

Further, it is also agreed to accept the final bill payment of Rs..... (Including payments received through RARs & Pre-Final Bills) in Full and final settlement of all our claims against HAL under the aforesaid contract without raising any disputes.

For M/s.....

Place:.....

(Signature with Date and Seal)