

**HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION, KORAPUT DIVISION
WORKS AND SERVICES DEPARTMENT**

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This Technical Bid contains 58 No. of pages duly read and accepted by Me/Us.



An ISO 9001 & ISO 14001 Company

**HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION**

(A Govt. of India Undertaking Under Ministry of Defence)
SUNABEDA – 763 002, Koraput (Odisha), India
Phone : +916853-220004, Fax : +916853-220004, +91891-2755464 (Vizag)
Website : <http://www.hal-india.com>

TENDER DOCUMENT

**NAME OF THE WORK: - “CONSTRUCTION OF BOUNDARY WALL AROUND VSV
SENIOR SECTION”**

(Bid Invitation)

PART ‘A’ (TERMS & CONDITIONS)

Work No.	:	KPTWS/eP/37
Approx. Value	:	₹ 27.06 Lakh
Cost of Tender Document	:	₹ 2,100.00
E.M.D.	:	₹ 27,060.00
Completion Period	:	12 months
Due Date & Time for Submission of Tenders	:	30.08.2013 at 13:00 Hrs.
Date & Time of Opening of Technical Bid [Part-A]	:	30.08.2013 at 14:00 Hrs.

**HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION, KORAPUT
WORKS & SERVICES DEPARTMENT
e- PROCUREMENT TENDER NOTICE – 20/13-14**

HAL/KPT/WSP/317/13/1902

Date: 30.07.13

Online e-tenders are invited in Two-Bid System for various Civil works in e-mode and free view Tender documents are available on HAL Website www.hal-india.com under link Tenders, e-Procurement portal. Interested agencies 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 bids. It is requested to download the Tender on acceptance of terms & conditions. The pre-qualification profile and price bids duly filled may be uploaded on e-Portal of HAL using Digital Signature Certificate before the last date & time for submission as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

(A) “The Pre-qualification requirements” for the works are as under:

1.1 Latest Bankers Solvency Certificate shall from a Nationalized/ Scheduled Bank and issued with in a period of 12 months from the final date of submission of this tender for the value mentioned against each work in this tender notice.

1.2 Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of estimated cost as mentioned against each work in this notice.

1.3 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:

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: - 1. The work shall be completed as a whole. Partial value/ completion are not to be considered.

2. In case of experience certificate obtained from reputed private organization, the same shall be supported with TDS certificate by the agency.

3. This shall be uploaded with the scanned copy with the copies of the work orders and completion certificate issued by respective clients. Experience should be from HAL/other PSU & Government departments.

BID CAPACITY (Applicable for works having estimated cost more than ₹100 Lakh):

(i) The Bid Capacity shall be worked out as one of their eligibility criteria. The necessary documents sought else where in Tender Document to be submitted along with the Technical Bid in Part 'A'.

(ii) Assessment of bid capacity:-

The Construction agencies who meet the minimum qualifying criteria shall be qualified only if their available bid capacity is more than the total estimated project /package cost. The available bid capacity of a construction agency may be calculated as under:-

Assessed available bid capacity = $A \times N \times 2 - B$, where

N = Number of years prescribed for completion of subject project / contract (indicate contract period N years)

A = maximum value of works executed in any one year during last five years at current price level, to work out value of work executed during previous years at current price level a weightage of 10 % per year should be applied)

B = value at current price level of existing commitment and ongoing works to be completed in the next 'N' years.

(B) The General details:

2.1 **Cost of tender document:** The cost as specified against each work to be submitted in the form of DD/ bankers cheque drawn in favour of "HAL Engine Division, Koraput "payable at Sunabeda to be submitted to the address mentioned below so as to reach Latest by 13:00 Hrs on the last date of submission. However the details of DD No. date etc. to be provided in the prequalification profile along with scanned image of the same to be uploaded.

2.2. **Earnest Money Deposit:** 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 "HAL Engine Division, Koraput "payable at Sunabeda from any Scheduled Bank/ Nationalized Bank. Deposit through any other form will not be accepted. The scanned image of earnest money deposit to be uploaded online along with the tenders and the original one to be submitted to the address mentioned below so as to reach Latest by 13:00 Hrs on the last date of submission. However the details of DD no date etc. to be provided in the prequalification profile.

2.3 **The cost of tender document and EMD to reach the following address up to 13:00 Hrs. on the last date of submission for tender document as mentioned in tender notice failing which tender will not be opened and any postal delay or any other reasons what so ever maybe will not be considered.**

Sr. Manager [Works]
DESIGN & PLANNING
WORKS & SERVICES DEPARTMENT
HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION, KORAPUT
SUNABEDA-763002
KORAPUT (ODISHA)

[Telephone No.:06853-220220 Extn 2774/2778]

3.0 General Instructions:

3.1 Please note that the registered contractors are also required to submit down loaded Tender Document only along with requisite EMD and shall submit the proof of completion of work of required value of similar nature, in case they are requesting for works costing more than eligible value without which their offer is liable for rejection.

3.2 Tenders of those bidders who fulfill the criteria mentioned at 'A' will only be considered for opening of Price Bid. Incomplete / invalid tenders are liable for rejection and no correspondence will be entertained in case of rejection.

3.3 Non uploading of requisite documents due to negligence or ignorance by the bidders shall lead to disqualification. There shall be no claim whatsoever in this regard.

3.4 ECS/IFS code details are to be uploaded including the name of the bank, branch and account No. where payments are to be credited along with the scan copy of Blank Cheque leaf.

3.5 The contractor must upload genuine & authenticated documents. In case at any stage, any document is found to be in genuine/false/fabricated, his tender is liable for rejection without any correspondence. In case the work has already been awarded, the same will be cancelled forthwith. Further actions as deemed fit will be initiated as per prevailing procedure of HAL.

Price Bid shall be opened to only those who full fill this requirement.

4.0 General Terms:

4.1 Bid must be submitted online through HAL's "e-procurement system" at <http://eproc.hal-india.com>. Bidder shall submit both "technical Bid" and "price Bid" through HAL's e-Procurement Portal only. Bids submitted in any other form, such as courier/post/in-person/fax/telegram/telex, shall not be accepted against this Tender.

4.2 Any change in bid after the "Due date & time of Bid-Submission" of tender is not allowed.

4.3 Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due date & time of Bid-Submission" of the tender as HAL's "e-Procurement system" at <http://eproc.hal-india.com>. will not allow submission of bids once the closing date and time of the tender (i.e. Due Date & Time of Bid-Submission) is reached. HAL shall not be responsible if bidder is not able to submit the bid on account of failure in network / internet connection at bidder's end.

4.4 Contractors / agencies are subject to be disqualified, even though they meet the qualifying criteria, if they - Make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information
and / or

- 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.

4.5 Tender Documents duly filled & uploaded with in 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.

4.6 Since this is a 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 tenderer. The tenderer shall not have any claim whatsoever in this regard.

4.7 This advertisement can also be seen in HAL Website www.hal-india.com, under Tenders, Koraput Division, Tenders and this tender notice forms part of the tender document.

--WORK DETAILS--

Sl. No	Description	Estimated value In lakh ----- Cost of tender document In (₹)	Completion period (months)	Latest solvency certificate issued earlier than 12 months from the final date of tender submission for a value not less than indicated below [in lakhs] ----- EMD in (₹)	Last date of Online Submission of Tender ----- Date of opening Of technical bid of tender	Similar nature of work	Remarks
1.	Construction of boundary wall around VSV senior section. Work No: KPTWS/eP/37	27.06 ----- 2,100.00	12	10.80 ----- 27,060.00	30.08.2013 Up to 13.00 Hrs ----- 30.08.2013 At 14.00 Hrs	Civil Construction work of Original nature.	
2.	Construction of Car garage in HAL township. Work No: KPTWS/eP/38	23.93 ----- 2,100.00	12	9.60 ----- 23,930.00	30.08.2013 Up to 13.00 Hrs ----- 30.08.2013 At 14.00 Hrs	Civil Construction work of Original nature.	
3.	Construction of bus shelters in HAL township. Work No: KPTWS/eP/39	13.00 ----- 1,050.00	08	5.20 ----- 13,000.00	30.08.2013 Up to 13.00 Hrs ----- 30.08.2013 At 14.00 Hrs	Civil Construction work of Original nature.	
4.	Provision of chain link fencing at Russian enclave in HAL township. Work No: KPTWS/eP/40	11.48 ----- 1,050.00	06	4.60 ----- 11,480.00	30.08.2013 Up to 13.00 Hrs ----- 30.08.2013 At 14.00 Hrs	Civil Construction work of Original nature	

Note: HAL will not be responsible for any transit /postal delay in receipt of EMD.

For full details, interested contractors / agencies are requested to visit HAL Website: www.hal-india.com under the link 'Tenders', "Koraput Division", login to link e- procurement portal and the Tender Documents are available in above website under free view. Interested agencies may 'SIGN IN' for quoting Tenders can also be viewed under: <http://eproc.hal-india.com>. The contractor/agency must possess compatible Digital Signature Certificate of type Class-III. [This page can be viewed through Acrobat Reader only]

CHIEF MANAGER
[WORKS & SERVICE]

**HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION, KORAPUT
WORKS & SERVICES DEPARTMENT
INSTRUCTIONS TO TENDERERS**

1. The rates quoted in the tender shall remain valid for a period of **90 days** for works costing less than ₹100 lakh and **120 days** for works costing ₹100 lakh & more without modifications, from the last date of submission of the tender.
2. Hindustan Aeronautics Limited shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
3. The tenderer 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 and other documents of the project.
4. 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.
5. 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 tenderer will have no claim on that account.
6. The tenderer shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Tenderers 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 tenderer shall be liable for damages to the Company in consequence thereof. He shall, in addition, forfeit to the Company the EMD.
7. If the tenderer is not registered as a Contractor with HAL and if registered without depositing standing EMD, he is required to furnish the Earnest Money to be Deposited through e- payment. Appropriate Earnest Money should accompany the tenders, otherwise the tender shall be rejected/not accepted by the system. The EMD shall not carry interest and will be refunded to the tenderers, if the tender is not accepted, unless the same is forfeited to the Company for any breach on his part. If his tender is accepted, the Earnest Money will be converted into Security Deposit as stipulated.
8. In case where the EMD prescribed is more than the standing E.M.D deposited by the Registered Contractor, then the Registered Contractor has to pay full E.M.D prescribed in the tender documents failing which their tender will be liable for rejection.
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.
 - b. The drawing should be returned along with the tender documents.
 - c. Tenderers 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 tenderer 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. Tenderers should be in possession of copy of latest MES Schedule of Rates (hereinafter referred to as HAL Schedule) including amendments thereto.
14. Tenderers 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 / Security Deposit. Such tender must satisfy (each and every) all conditions laid down in this notice.
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/ modes are liable for rejection.**
- 18.. The tenderers are required to take into account while quoting their rates, all factors including any fluctuations in the Market Rates etc., No claim will be entertained on this account except for the materials mentioned under price adjustment clause, After acceptance of the tender or during the currency of the contract. Rates quoted shall include all Taxes such as sales tax, turn over tax, entry tax, sales tax on works contracts and all duties and levies like excise duty, royalty, and any other tax levied by State and Central Governments Cess etc including service tax, if any. Nothing extra, whatsoever shall be payable and HAL will not entertain any claim whatsoever in this regard. No claim will be entertained due to increase in duties, taxes etc., in the Budgets.
20. **SALES TAX ON WORKS CONTRACT AND RECOVERY AT SOURCE:**

Tax shall be deducted at source on works contract as per the rates indicated in the relevant act prevailing in state of odisha. However, deduction shall be made at the applicable TDS rates based on the certificate of composition furnished to the deducting authorities (if any) issued by the competent authority. (i.e Tax authorities). Recovery shall be as per provision of the law and the same will be remitted to the tax authorities on monthly basis. A certificate in the prescribed format will be issued to the contractor/ firm for claiming reduction in the total tax payable by them.
21. The tenderers 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.
22. Should a tenderer 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 endeavor is made to avoid any error which can materially effect the basis of the tender but the successful tenderer 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.

23. Where the tender called for, covers only the building work proposed and excludes internal services such as sanitary and water supply installations, electrification etc., as required for the other works, the tenderer have to phase his work to ensure smooth progress of the work of other agencies as directed by the Engineer-in-Charge.
24. 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.
25. 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.
26. If the tenderer 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 tenderer like non-issue of tenders etc., as deemed fit by the Accepting Officer.
27. At any time, even after award of contract also, if it will be found that the tenderers has deliberately given wrong information or false credentials at the time of tender or at any other time in connection with the contract, HAL reserves the right to reject the offer or cancel the contract. And in such case the contractor/tenderer is liable to forfeit the EMD amount including any other action as deemed fit. The contractor / tenderer is also liable to be permanently debarred for participating in any tender process of HAL concerning to any type of work in future.
28. **PRECEDENCE FOR ACCEPTANCE:**

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

 - i. Tender Notice and Instructions to Tenderers shall have precedence over Special Conditions and 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.
29. The tenderer 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 tenderer.
30. The work in general shall be carried out as per **MES SSR Part 1 Specification 2009** and for items of work not covered in the SSR, BIS Specifications shall be followed.

31. **TESTING OF MATERIALS:**

- a) Regular mandatory test and any additional tests if required, shall be carried out in accordance with the procedure laid down in IS / as directed by Engineer-in-Charge by the contractor at his cost.
- b) A list of mandatory tests to be conducted is indicated at **Quality plan** it may be specifically noted that the tests to be conducted are not limited to the mandatory tests alone and additional test if required and directed by the Engineer –In-Charge on any material including the approved works etc., shall be carried out by the Contractor at his cost.
- c) In the absence of availability of cube test results for any batch of concrete / structural member, the Engineer may resort to core test or any other destructive / non- destructive tests for ascertaining the strength of concrete. If the strength of the concrete is found to be lower than the strength specified, the remedial measures and penal recovery thereof will be regulated similar to that specified for cube test results.
- d) The testing charges, including the cost of materials to be tested and all other incidental charges such as carriage to the testing laboratory etc., shall be borne entirely by the Contractor and the quoted rates shall be deemed to be inclusive of the same.
- e) The Contractor may specifically note that the testing shall be done in Govt. / Govt. (NABL) approved laboratory only.

32. The Company reserves the right to accept tenders either in full or in part.

33. Rate quoted 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.

34. Tenders shall ensure that their tender is uploaded well in advance, so that it reaches this office before the time and date stipulated in the tender documents

35. Before tendering the tenderers 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 Tenderers, Drawings and Specifications, MES SSR and all other documents which form part of the agreement to be enlisted into.

36. In the event of a tender being submitted by a Partnership Firm the tender must be signed separately and legibly by each partner member of the Firm or in their absence a person holding the power of attorney on behalf of the Firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

37. 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.

38. The records / registers which EIC considers necessary for monitoring the works are to be maintained at site in co-ordination with Engineer-in-Charge and Agency.

39. 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.
40. The Contractor may use Ready Mixed Concrete (R.M.C) without claiming for any extra cost subjected to satisfying the following conditions. The agency which supplies R.M.C to be got approved by HAL. The R.M.C shall comply with the requirements of approved design mix and the quality plan for the same shall include the Supplier's certificate along with inspection of materials in the bins at the site of mixing by HAL at the cost of Contractor.
41. 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.
42. 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.
43. 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.
44. Works shall be executed with the materials of Indian standards specifications of approved quality and manufacture and best workmanship.

GENERAL SAFETY INSTRUCTIONS

The contractor has to carry out the work in accordance with the general safety instructions given to him from time to time besides he shall strictly conform to the various safety measures required to be observed under various laws applicable and provide all safety appliances etc., to his workers and ensure that his workers duly and strictly comply with all such requirements. The contractor shall in all respects be responsible for the safety of the workers employed by him.

The following are the instructions on safety code to be followed by the contractor during execution of the work.

- i) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1(1/4 horizontal and vertical).
- ii) Scaffolding or staging more than 3.25 metres above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted braced and otherwise secured atleast 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 shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall be closely boarded and have adequate width and be suitable fenced, as a described in (ii) above.
- iv) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons, or materials by providing suitable fencing or railing with a minimum height of 1 metre.
- v) Safe means of access shall be provided to all working platform and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length, width between side rails in a rung ladder shall in no case be less than 30 cm. for ladder up to and including 3 mtrs in length. Uniform step spacing shall not exceed 30 cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No material 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 from accidents and shall be bound to bear expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect 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 such person.
- vi) Excavation and Trenching: All trenches, 1.5 mtrs or more in depth shall at all times be supplied with at least one ladder for each 20 mtrs in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 mtr above surface of the ground. Sides of a trench which is 1.5 mtrs or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing so as to avoid the danger of sides collapsing.

Excavated material shall not be placed within 1.5 metres of edge of trench or half of depth or trench, whichever is more. Cutting shall be done from top to bottom under no circumstances shall undermining or undercutting be done.

- vii) Demolition: Before any demolition work is commenced and also during the process of the work:-
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion, or flooding, no floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- viii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be made available for use of 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 asphaltic materials cement and lime mortar / concrete shall be provided with protective footwear and protective goggles.

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 welder's protective eye-shields.

Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When workers are employed in sewers and manholes, which are in use the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken.

No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

Suitable face masks shall be supplied for use, by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

Coveralls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

- ix) When work is done near any place where there is risk of drawing, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- x) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:-
- These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept in good repair and in good working.
- Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold which gives signals to operator.
- In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to 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 conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- In case of a departmental machine, safe working load shall be notified by the Engineer-in-charge. as regards contractor's machines the contractor shall notify safe working load of each machine to the Engineer-in-charge whenever he brings it to site of work and get it verified by the Engineer-in-charge.
- xi) Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent 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 and 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.
- xii) All 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.
- xiii) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the workspot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the contractor.
- xiv) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-in-charge or his representatives and the Inspecting officers as defined in the contractor's labour Regulation.

- xv) Not with standing the above conditions (b) (i) to (xiv) the contractor is not exempted from the operation of any other Act or rule in force.
- xvi) The contractors are required to ensure the following precautionary measures for the safety of workmen engaged in the work.
 - a) Provide barriers at the eve of the roof with suitable toe boards to prevent slipping or falling down or off the roof.
 - b) Provide safety belt to each worker with instructions to anchor it properly to strong support when work has to be carried on bare structure without covering.
 - c) Contractors should ensure that sufficient safety appliances like safety belts, scaffolding, etc., are provided to workmen while undertaking works at heights.
 - d) Take proper precautions to prevent tools or other objects falling to endanger the persons working below.
 - e) Ensure that only persons experienced in the assignments are engaged on the job.
- xvii) Contractor will be solely responsible for any accident to work man engaged by them during execution of work.

**HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION, KORAPUT
WORKS & SERVICES DEPARTMENT
GENERAL CONDITIONS OF CONTRACT**

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”**.

- a) **“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.
- b) **“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.
- c) **“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.
- d) **“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.
- e) **“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.
- f) **“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.
- g) **“CONTRACT”** or **“TENDER”** shall mean the entire contents of these documents viz.,
 - 1. Tender Notice
 - 2. Instructions to tenderers.
 - 3. Acceptance by the Accepting Officer and Work order by Officer-in-Charge.
 - 4. General conditions of Contract, as per standard form.
 - 5. Special Conditions of Contract.
 - 6. Technical Specifications.
 - 7. Particulars of specifications
 - 8. Bill of Quantities- Schedule ‘A’
 - 9. Any correspondence that has taken place between the Contractor and the firm from the time the tender is submitted to the acceptance is communicated.
 - 10. Letter communicating the acceptance of the Contractor, and
 - 11. Tender drawings.
- i) **“SSR”** Standard Schedule of Rates shall mean the MES Standard Schedule of Rates 2010 with amendments there on as approved.
- j) **“Schedule ‘A’** shall mean the probable bill of quantities.
- k) **“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:

- I. 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 contract 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.
- II. Provided that the contractor shall not be required to obtain such consent for
 - a. The provision of labour, or
 - b. The purchase of materials which are in accordance with the specifications / standards specified in the contract, or
 - c. The subcontracting of any part of the works for which the sub-contractor is named in the contract
 - d. The purchase of plants and equipment for execution of the works
 - e. The hiring of plants and equipment for execution of the worksAny breach of the above conditions shall entitle the Employer / Engineer to rescind the contract.
- 4.1 Provided always that execution of specific works by petty contractors, or on place work basis, under the personal supervision of the contractor, shall not be deemed to be sub-contracting under this clause.

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 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 Chief Manager (Works) 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 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 the Contractor for his operations, he shall obtain and 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 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:

It shall be responsibility of the contractor to pay all royalties whatsoever whether / arising out of the deeds and actions on the part of the contractor either of HAL's property or otherwise to the authorities concerned. In case HAL is required to pay such royalties due to the failure on the part of the contractor in paying the same, HAL shall recover the same from the contractor in a manner as deemed fit by it.

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, leveling 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 larger than ₹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.

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:

- I. 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.
- II. 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.
- III. 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.

- IV. 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.
- V. 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.
- VI. 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 & leveled where so required by the drawings at Contractors expense unless the EIC shall otherwise direct.
- 35. SIGN BOARD AND HOARDINGS:**
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 laboratory if necessary 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.
- 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. (a) INSURANCE OF WORK AGAINST DAMAGE AND LOSS DUE TO FIRE, TEMPEST FLOODS, EARTH-QUAKE, RIOT, CIVIL WAR, INSURRECTION AND AGAINST DAMAGE BY AIR-CRAFT.

The Contractor shall provide evidence to the Employer / Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the employer / Engineer. The Contractor's All Rick (CAR) policy shall within one month after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest floods, earth quakes, riots, civil war insurrection and against damage by aircraft etc., and any additional covers decided by Engineer-in-charge. Any item not covered under above policy shall be the responsibility of contractor. The polices of the contractor shall remain in force throughout the period of execution of the works and till expiry of the defect liability period except for any specific insurance covers necessary for a shorter period. Before commencing the work, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover in the joint name of the contractor and employer under the following requirements.

- i) Liability for death or injury to any person or loss to any property (other than the work) arisen out the performance of the Contract.
- ii) Construction plant, Machinery and Equipment brought to site by the Contractor
- iii) Any other insurance cover as may be required by the law of the land like workmen insurance etc.

With insurance office approved by the Accepting Officer **Such insurance shall be effected from reputed Companies** (First Class Insurance Company duly approved by IRDA), **as agreed by Engineer-in-Charge in the name of HAL and shall be for the full value of the contract sum. The Contractor shall lodge with the HAL the policies and receipts of the premium for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer-in-Charge.**

In case of such loss or damage as aforesaid, the money payable under any such insurance shall be received by HAL. This will be subject to:-

- i) Risk covered
- ii) Claims on realization shall be passed to the Contractor according to value of the claims accepted by the insurance company for his damaged portion of work after deducting 15% towards services rendered by the Employer / Engineer for processing the claim(s). The amount so disbursed to the contractor(s) shall be limited to the amount calculated on the basis of his accepted rates in the contract with the Employer / Engineer

The Contractor shall also obtain any additional insurance cover as per the requirement of the contract in the event of his contract not having been previously cancelled under contract conditions.

Such insurance shall be one in respect of all works, unless otherwise expressly specified in the tender conditions.

If the contractor fails to effect or keep in force or provide adequate cover as acceptance to the Engineer-in-Charge in the insurance policies mentioned above, then in such cases, the Engineer-in-Charge may effect and keep in force any such insurance or further insurance on behalf of the contractor. The recovery shall be made at the rate of 1.5 times the premium / premiums paid by the Engineer in this regard from the payment due to the contractor or from the contractor's performance security. However, the contractor shall not be absolved from his responsibility and / or liability in this regard.

(b) 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 such 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.

(c) 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. ATTENTION:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 (refer page no.78) on non-judicial stamp paper of value ₹ 100/- for conduct and credibility of the labours engaged for the work to the security officer of the division through Engineer-in-Charge.

HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION, KORAPUT
WORKS & SERVICES DEPARTMENT
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 a competent and experienced engineer on his own for supervision of the work where the contractor is not a qualified engineer or not 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 works and to receive instructions from the Engineer-in-charge,

The following will be the minimum Engineers to be employed for the contract.

- | | |
|---|--|
| a) For works costing up to ₹10.00 Lakhs. | A Degree or Diploma Holder in Civil / Electrical Engineering as applicable with minimum 06 (Six) months experience in works of the nature contracted for. |
| b) For works costing above ₹ 10.00 Lakhs and up to ₹20.00 Lakhs. | A Degree or Diploma Holder in Civil / Electrical Engineering as applicable with minimum 06 (Six) months experience in works of the nature contracted for. |
| c) For works costing over ₹20.00 Lakhs and up to ₹50.00 Lakhs. | An Engineer with Degree holder in Civil / Electrical Engineering as applicable with at least 2 years practical experience of works of the nature contracted for.
<p style="text-align:center">Or</p> One Diploma holders in Civil / Electrical Engineering as applicable with at least 04 years practical experience of works of the nature contracted for. |
| d) For works costing over ₹50.00 Lakhs and up to ₹100.00 Lakhs. | 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.
<p style="text-align:center">And</p> Two Diploma holders in Civil / Electrical Engineering as applicable with at least 03-05 years practical experience of works of the nature contracted for. |
| d) For works costing over ₹ 101.00 Lakhs and up to ₹500.00 Lakhs. | Two Engineer with Degree holder in Civil / Electrical Engineering as applicable with at least 5 years practical experience of works of the nature contracted for.
<p style="text-align:center">And</p> Two Diploma holders in Civil / Electrical Engineering as applicable with at least 03-05 years practical experience of works of the nature contracted for. |

The employment of Engineers as afore said shall be with the approval of the Accepting Officer / Engineer-in-Charge who may verify the qualifications / experience required for timely completion of work, which shall be made available to him by the contractor or the individual employed or FINAL to be employed.

2.1 PENALTY FOR NON-COMPLIANCE OF REQUIRED MANPOWER:

- a. A Degree holder (Civil / Electrical) with some experience ₹5, 000.00/month.
- b. A Degree holder (Civil / Electrical) with 02(two) years experience or Diploma holder with 04 (Four) year experience ₹7, 500.00/month.
- c. A Degree holder (Civil / Electrical) with 05 (Five) years experience or Diploma holder with 3-5 years year experience ₹ 10,500.00/month.
- d. Resident Engineer ₹15,000.00/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 as per SI.No.2 here-in before with their date of joining.

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 the Engineer-in-Charge before execution of work.

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.

4. 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 instruction of the Engineer-in-Charge.

5. 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.

6. **PROVISION OF MACHINES, TRANSPORT ETC.:**

Contractor shall provide himself with requisite number of welding sets, mixers, vibrators, hoisting equipment transport vehicles etc., required for the complete satisfactory execution of work. No hand mixing of concrete shall normally be permitted. The Contractor shall furnish list of specific equipments to be mobilized by him, within 10 days of acceptance of contract.

7. **MATERIALS SUPPLIED BY CONTRACTOR:**

The contractor shall furnish / produce purchase vouchers of cement and steel from the reputed manufactures/ suppliers. In case the test certificates of cement and steel are not produced by the Contractor, the Department will get the cement and steel tested from a Govt. Test Laboratory to satisfy the quality as per I.S standards before incorporating the same in works. The charges for test shall be levied to the Contractors. Testing of Materials shall be in accordance with relevant standards.

8. **CEMENT & STEEL:**

8.1 **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 send. 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 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 (i).

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

Over the theoretical quantity of cement, a variation of 5% plus/minus for work the estimated cost of which as put to tender is not more than 2 lakh, 4% plus/minus for work the estimated cost of which as put to tender is more than 2 lakh but up to 5 lakh, 3% plus/minus for work the estimated cost of which as put to tender is more than 5 lakh, shall be allowed.

(i) 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.

8.2 **STEEL:**

- a) Steel (Structural / reinforcement bar) required for the work shall be Contractors 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 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 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 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 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 Steel on the work and shall give the Engineer sufficient time for testing the same before it is issued on the work. Only Steel certified by the Engineer to conform to Indian Standard Specification shall be used on the works. The Contractors shall maintain a register at the work spot for the receipt and use of 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 steel shall be based on the price of steel conforming to corresponding latest IS code.

g) 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.

h) 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 lapping plus 5% 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.

9. **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 Engineer-In-Charge. 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.

10. **OTHER MATERIALS:**

(a) 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.

(b) Regular mandatory test and any additional tests if required, shall be carried but in accordance with the procedure laid down in IS / directed by Engineer-in-Charge by the contractor at his cost.

11. **SUPPLY OF ELECTRICITY AND WATER:**

11.1. **ELECTRICITY:**

In case the successful tenderers requires electrical supply for executing the work, he shall at his own cost install electric panel board containing main switch, energy meter, earthing as prescribed under I.E & Act. and the energy shall be charged as per prevailing tariff rates of HAL at the time based an actual utilization. The supply shall have to be tapped off by the Contractor from the tap off point indicated to him by the concerned electrical section in the HAL distribution network at his own cost. In case the meter goes out of order, the assessment of electric or energy consumption as made by HAL 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.

11.2. WATER:

The contractor shall have to make his own arrangement at his cost for the water required for the construction and any other purpose. In case the contractor draws the water from HAL supply main or taps, tube wells etc. 2.5% of the cost of those items of the contract which consume water for its execution shall be charged and recovered from the contractor, alternatively, if the contractor desires filter water connection he may make an application to the Engineer-in-charge who will show a convenient point of water supply main from where the contractor has to install a ferrule connection and lay necessary pipe lines and fix a tested water meter (to be certified by the Engineer-in-charge) at the cost of the contractor, and the water charges shall be on meter reading basis at **₹10.72 per 1000 Ltr.** which shall be recovered from the contractor.

However, the HAL is not responsible for any delay in the execution of work due to failure of water / Elec. supply for any reason whatsoever and no compensation is payable in this regard to the contractor.

12.1 RECOVERY OF SALES TAX AT SOURCE

Rate quoted shall be inclusive of Sales Tax / VAT element on works contract. Sales Tax on works contract will be recovered at source as per the prevailing rates indicated in the relevant Act in force in the state of Odisha. and the same will be remitted to the Tax Authorities on monthly basis. A certificate to this effect will be issued to the Contractors for claiming reduction in total tax payable by them.

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.

14. SPECIFICATION IN MES ENFORCE:

The specification mentioned / provided in MES SSR Part-I specification 2009/ MES SSR Part-II shall be applicable in this contract.

14.1 DEVIATION 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 %
 - ii) **All other contracts**
 - a). Where estimated cost does not exceed Rs. 50.00 Lakh: 20 %
 - b). Where estimated cost exceeds Rs. 50.00 Lakh: 10%
 - iii) Ordering of deviation is also subject to the following conditions:
 - a) Deviation Deviations ordered in respect of quantities of individual items shall not exceed (+/- 50% of the QUANTITY of that individual item)
 - b) The value of addition of items of non- tendered items not already in the contract shall not exceed 50% of the deviation limit prescribed in the contract. These items will be called as non tendered items and the rates for the same will be approved by ATA with financial concurrence.

14.2 PRICING OF DEVIATION:-

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

- a) Deviations will be priced at Schedule 'A' rates where the item is already included in Schedule 'A'
- 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, derivation will not be done from that rate and other methods of pricing as detailed below shall be followed:-
 - i) Where the rate cannot directly be derived from the Schedule 'A' the same will be worked out with reference to Schedule 'A' and standard schedule of rates on pro rata basis with the percentage of application over and above the same as approved.
 - ii) Where the above alternatives are not possible, the rate will be taken /derived from the standard schedule of rates of MES SSR 2009 Part I and MES SSR 2010 Part II with amendments as approved) and increased or decreased by Contractors (tender percentage) for pricing of deviation as inserted in the contract. The contractor percentage worked out based on HAL estimate shall be intimated to the contractor when acceptance / work order issued.
 - iii) Non tendered items shall not be derived from freak rates.
 - iv) Where it is not possible to derive the rates 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 voucher as proof of expenditure. The material cost shall be based on cash vouchers and derivation for labour and other factor shall be done to arrive at the total cost. In such cases the EIC will make a thorough analysis of rates payable to the contractor based on engineering norms.

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. And further to ensure good progress during the execution of the work the Contractor shall be bound in all cases, in which the time allowed for the work exceeds one month to complete $\frac{1}{4}$ of the whole work before $\frac{1}{4}$ of the whole time allowed under the contract has lapsed, $\frac{1}{2}$ of the work before $\frac{1}{2}$ of the such time has lapsed and $\frac{3}{4}$ of the work before $\frac{3}{4}$ of such time has lapsed. In the event of the Contractor failing to comply with the condition an amount equal to sum calculated in accordance with Clause 18.3 shall be withheld for that period and paid back if the Contractor makes up the lost time by the next period provided always that the entire amount of penalty to be imposed shall not exceed maximum limits as stipulated in Clause 18.3 (b).

18.2 IF THE WORKS BE DELAYED:

- a) by reasons of abnormally bad weather, or
- b) by reasons of civil commotion, local combinations of workmen strike or lockout, affecting any of the tradesmen employed on the work, or
- c) 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
- d) 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
- e) 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.

18.3 a) FORCE MAJEURE:

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 nonperformance 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 exist.

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.

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) BY REASON OF NON AVAILABILITY OF STORES (Departmental Supply) MENTIONED IN THE SCHEDULE 'B'

Then in such cases the Accepting Office may grant reasonable extension in the completion dates of individual items of 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 work, 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.

18.3c) 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 six months to twenty four months	½ % per week on contract sum	7½%
c) Exceeding twenty four months	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

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:

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 the state after a reasonable notice from EIC.

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

c) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under, or

19.2 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.

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.

In case HAL completes the work or any part thereof under provisions of this condition the cost of such completion to be taken into account for determining the excess cost to be charged to the Contractor under this condition, it shall consist of the cost of materials purchased / and / or labour provided by HAL which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-Charge whose decision shall be final and conclusive.

19.3 FORECLOSURE OF CONTRACT:

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, if any, 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 not be accepted & such specification and rates are liable to be rejected.

22.1 EARNEST MONEY DEPOSIT:

EMD will be equivalent to 1% of estimated value of contract subject to a maximum of ₹50.00 Lakh. 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 Demand Draft / Pay Order / Banker's cheque in favour of Hindustan Aeronautics Limited, payable at Sunabeda. from any Nationalized Bank.

22.2 SECURITY DEPOSIT:

- a) The security deposit shall be 10% contract sum, which shall be consist of 2 parts-
 - i) Performance guarantee @ 5% of the contract amount to be submitted as Bank Guarantee (As per format in Annexure) / Demand Draft or any other form of deposit stipulated in tender document with in 30 days of receipt of letter of acceptance.
 - ii) Retention money should be deducted @ 5% from running bills till realization of 5% of contract value.
- b) The contractor shall deposit the difference between earnest deposit and full security deposit by Demand Draft / Banker's Cheque with in 30 days of acceptance of before commencement of work whichever is earlier issued form a Nationalized Bank payable at Sunabeda. For works costing ₹50 lakh (Accepted Contract value) and above, Bank Guarantee (BG) can be accepted and delay in submitting B.G shall attract the same penal recovery as indicated above. The BG shall cover the Completion period of the work plus 3 months / extended period plus 3 months as per standard format at Annexure.
- c) Any delay in depositing the Security Deposit as above shall attract a penal recovery for the delay period on the balance security deposit amount (If EMD is deposited) @ 2% of security deposit per week or part thereof with a maximum penalty of 25% of security deposit.

- d) No payment shall be released to the contractor unless security deposit is submitted and contract agreement is executed.
- e) In case of Security Deposit being submitted in the form of Bank Guarantee then extension of period of delay / Completion will automatically be taken as an agreement for getting Bank Guarantee extended.
- f) The Bank Guarantee towards security deposit should be sent to the Departmental head, Design & Planning, Engine Division, HAL Sunabeda directly by the issuing bank under registered post.

22.3 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.

23 PAYMENT OF RUNNING BILL:

23.1 RUNNING ACCOUNT REMITTANCE (RAR):

RAR payments will be made at intervals not less than a week subject to a maximum of two bills in a month to expedite the progress of work. On submission of RAR, 75% of net value of work done shall be released within TWO working days after the Technical scrutiny and certification by Engineer-in-charge and recommendation of Head of works and balance 25% payment after detailed scrutiny by finance department within a week.

23.2 Payments of RAR upto 100% of value of work completed shall be made on the Engineer-in-Charge certifying that the Contractor is entitled for such payments taking into consideration.

- a) Value of works executed after deducting there from the amount already paid.
- b) 75% of the cost of any non perishable materials which are in the opinion of the Engineer-in-Charge reasonable and required in accordance with the contract and have been brought to site for incorporation in the works and have been safe guarded against any loss due to any cause whatsoever, to the satisfaction of the Engineer-in-Charge and insured for equivalent sum. The cost of the material shall be priced at rates not higher than current Market Rates and rates quoted for the execution of the item which ever is less, the decision of the Engineer-in-Charge as to what is perishable shall be final and binding.

The amount admissible shall be paid within 21 days after presentation of the bill, after such verification as is considered necessary being made in the meantime, against:

1. Purchase cash memo/bill / vouchers / proforma of invoice are to be furnished by the contractor.
2. Test certificates produced by the Contractor and/or,
3. Laboratory Test from Authorized Laboratory will be carried out by the Department for all major value material of contract to ensure the quality as per the contract specification / standards specified.
4. In respect of items ordered as deviation, either due to variation in quantity of or due to inclusion of non-tendered items, the Engineer-in- Charge on approval of competent authority will allow 75% of value of work ordered for payment along with RAR. "100% of deviation will be admitted for payment along with RAR after financial concurrence has been obtained against deviation order. However in case of non tendered items 100% value will be admitted for payment only after the rate is finalized and approved by competent authority and accepted by the Contractors".

23.3 Advance payment under 23.2.(b) above shall be fully adjusted while admitting the next RAR payment and fresh advance against materials remaining at site shall be considered against new certificate given by the Engineer.

Note: The time limits for payments specified above represent the ideal conditions and hence any delay will not entitle the Contractor to claim, interest etc.,

23.4 All materials for which advance is sought shall be insured for risk against Fire, Theft and other calamities and the insurance cover shall be made in the name of HAL Engine Division, Koraput and the same shall be kept with HAL. This policy is to be furnished if not covered under CAR Policy mentioned Clause 32 of special condition of contract.

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 ₹30,000/-.

25.1 **PRE-FINAL BILL:-**

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 one month after completion of the work, contractor may be permitted to submit a pre-final bill subject to the following conditions:

- a) 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.
- b) All the D.O's / NTI's items are approved by the appropriate competent authority.
- c) All the items of work done including the NTI's are reflected in the bill and the Contractors sign the bill without any protest / reservation.
- d) In order to avoid inordinate delay on the 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.

25.2. For all purposes, the pre-final bill will be treated as running account bill except that the bill will be submitted by a Contractor one month after completion of the work.

26 FINAL BILL:

On completion of the work and recording all measurements a final bill will be presented by the Contractor on the proforma prescribed within three months from approval of final D.O/ amendment, if any. 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 store issued, hire charges for tools and plants supplied, charges recoverable for electricity or water consumed etc.

Where the Contractor is not in position to prepare the final bill, or not submitting the final bill even after 03 months, approval of final D.O/ amendment, if any, the EIC may give due notice by Register post / speed post indicating specific time limit for submission of final bill. If the contractor is not turning up in spite of the notice, the EIC may with the permission of Sr. manager / Ch. Manager prepare the final bill. Before submission of the final bill, the Contractor should sign in a NO CLAIM CERTIFICATE indicating that he has no claim against the Company under the contract in question except as included in the Final Bill.

On receipt of the final bill duly signed by the Contractor, the same shall 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, the stores actually incorporated by the Contractor in the work, the theoretical quantity, of stores required for the work in question and whether there has been any over issue / under issue of stores of the Contractor. He will also indicate whether as a result, the work should be deemed to have been completed according to specification, or below specifications and will also recommend what recoveries should be made in case, the work is below specification.

27.1 MAINTENANCE PERIOD:

The normal period of maintenance for all work (other than maintenance works) will be one year from actual completion of work and for special items of work such as bituminous surfacing, water proofing works and Anti-termite treatment will have longer maintenance period as mentioned in the body of the specification. During this period the Contractor will be responsible to rectify all defects noticed and attributable to defective workmanship in respect of the work executed by him. As soon as any defects come to the notice, Engineer-in-Charge shall request the Contractor in writing to rectify the defects noticed.

That in case, the Contractor fails to do so (defect noticed) within a reasonable time as decided by ATA, the same will be got done at the Contractor/s risk and cost through other agency or the amount to which the Company may be put or be liable, will be deducted for the defective works from the amount or any sum or sums due to or become due to the Contractor/s under this or any other contract works executed by him or from EMD / Security Deposit.

The defect liability deposits will be refunded to the Contractors after the expiry of maintenance period of one year or guarantee period for special works as the case may be. If the cost incurred by HAL to be recovered from the defaulting contractor is higher than DLD, than the same will be recovered from any amount due to the contractor from any other contract in HAL or any other means. The maintenance guarantee for special works will be on a Rs.100/- non judicial Stamp Paper.

27.2 DEFECT LIABILITY DEPOSIT (DLD):

5% of bill value shall be recovered from RAR's as a part of security deposit and same will be treated as DLD On expiry of the defect liability period or on payment of the assessment of the final bill, whichever is later, the Engineer-in-Charge shall on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no dues outstanding against the contractor and that the defects noticed during the maintenance period have been rectified. No deposit will be recovered for work of routine maintenance works except for special works where maintenance period is essential and specifically stipulated in the contract etc., like tarfelting, water proofing etc.

DLD for a work having combination of civil works and special nature works will be divided in to two parts. DLD for for the maintenance work will be calculated as above and to be returned after one year. DLD for special nature works will be calculated based on value of special nature works and 10% of its value.(Concerned item amount) shall be kept for the DL period as stipulated.

Before refunding the DLD, the Engineering Department should furnish a “**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 the Contractor 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.

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.

The Contractor shall, during the currency of the contract, when called upon by the Engineer-in-Charge, engage and also ensure engagement by subcontractors 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) All the Insurance shall be arranged by Contractor from First Class Insurance Company duly approved by IRDA and having a Branch near the Site who can deal with all matters pertaining to the subject.
- b) The following policies shall be maintained for the duration of the contract, or the extended period if required.
- c) Contractor's All-risk Insurance Policy covering loss, damage, theft, burglary etc. of all materials and equipment, temporary works and the Works shall be insured for the total contract sum.

- d) The Contractor shall make available the insurance cover note before the commencement of work, and shall notify any change in the nature or extent of the works and also make available Additional Insurance of works if required in Special Circumstances.
- e) Contractor shall provide for adequate cover to his employees as per provisions of Workmen's Compensation Act.
- f) 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 question and disputes relating to the meaning of the specifications, designs, drawing and instruction herein before mentioned and as to 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, specifications, estimates, instructions, orders or the 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 Managing Director / General Manager and if the Managing Director / General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the Managing Director / 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 any reason such Managing Director / General Manager 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 to as aforesaid the provision of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this Clause.

b. It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each 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 parties / fixing date of the first hearing.

f. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

g. The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.

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

33.1 ARBITRATION IN CASE OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under 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 the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost arbitration as intimated by the Arbitrator.

34. All dispute and differences arising out of or in connection with any matter under the contract shall be tried by courts situated at Koraput / Jeypore (Odisha) 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 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.

36.1 FAIR WAGE:

The Contractor shall pay wages not less than fair wages to labourers, workmen engaged by him on the work as per the provisions under Minimum Wages Act, 1948 (11 of 1948). Fair wage means wage for the various categories of labour workmen as fixed from time to time by the Chief Labour Commissioner (central), New Delhi, ZONE-C, Ministry of Labour and Employment, Government of India. 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, 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.

36.2 The Contractor shall abide by all the provision of the Contract Labour (Regulation and Abolition) Act 1970 & all other allied Acts in force 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) Obtain Registration Certificates and License issue by the competent authority.

36.3 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, 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.

36.4 In so far as it relates to complying with provision of Provident Fund Act 1963 and the scheme framed there under 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.. 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.

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 20th of every following month or as per Law.

37. TAXES ROYALTIES, DUTIES ETC. :

Not withstanding any thing contained anywhere in any of the documents under this contract, unless otherwise specifically agreed to by HAL, Sunabeda, the contract rate / rates as per this contract, shall be deemed to be inclusive of all taxes, royalties and duties etc., whatsoever, and the contractor shall not be entitled to any reimbursement thereof.

38. PENALTY FOR NON PAYMENT OF STATUTORY CONTRIBUTION:

The all statutory Contribution like PF etc, Paid to the respective authorities to be made on or before 20th of every month, otherwise interest on such payment is by the respective Authority and also penalty if any. Such Payments due as per the authorities demand, same shall recover from the payment of contractor which is due from HAL.

39. CONTRACT AGREEMENT:

The Contractor shall submit the contract agreement on a stamp paper of Rs.100/- in a prescribed form duly signed within thirty days of issue of Acceptance Letter to the Manager (Works), Design & Planning,HAL, Engine Division, Koraput, failing which penalty of Rs.2500/- per week delay to a maximum of Rs. 10,000/-will be levied for delay in submission.

40. SUBMISSION OF AGREEMENT, BANK GUARANTEE, HYPOTHECATION DEED 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 format. However the accepting authorities shall have the rights to alter, modify, delete, any materials in such format as deemed fit by him. **Bank Guarantee from Indian Nationalized Bank only will be accepted.**

41. 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 start work without any valid labour licence. The contractor shall submit an Indemnity Bond (**as per the pro-forma enclosed**) executed on a stamp paper of ₹ 100/- indemnifying HAL against all the statutory requirement of the Labour Department.

42. CORRUPT OR FRAUDULENT PRACTICES:

42.1. 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.

i) "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

ii) "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.

b. 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.

c. 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.

43. INTERPRETATION:-

43.1 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.

43.2 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).

44. TERMINATION OF CONTRACT FOR DEATH:

44.1 Without prejudice to any of the rights or remedies under this 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.

45. SECRECY:

45.1 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.

45.2 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)

45.3 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.

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

46. PATENT RIGHTS:

46.1 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.

47. RESPONSIBILITY OF CONTRACTOR AGAINST RISKS:

47.1 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.

48. INSPECTION OF WORK:

48.1 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.

48.2 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.

48.3 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.

49. APPROVAL OF WORKS BY STAGES:

49.1 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.

50. ENCASHMENT OF BANK GUARANTEE:

HAL shall have full rights whatsoever to en cash 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 mater to the Contractor. Courts at Koraput / Jeypore will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.

Special Condition as stated in **Clause 1 to 50** are fully read and are acceptable to me/us.

Date:

Name:
Address:

I / We agree to execute the above contract as per drawings and specifications of HAL within the stipulated time of months from the date of commencement specified in the work order.

I / We am / are enclosing a Bank Draft No.....
Dated for ₹.....towards the Earnest Money Deposit /Security Deposit refundable after a period of one year from the date of completion of the work undertaken.

Dated:

SIGNATURE OF CONTRACTOR/S

**(TO BE EXECUCUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF
Rs.100 WITHIN 30 DAYS OF ACCEPTANCE LETTER)
AGREEMENT**

CONTRACT NO: _____

CONTRACT FOR: _____ [Type subject of the work]

ARTICLE OF AGREEMENT made on this _____ day of _____ Two Thousand _____ between the Hindustan Aeronautics Limited, Engine Division, Sunabeda-2, Koraput 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 _____. Sales Tax in all cases being always the Contractor's/ Contractors' responsibility.

For HAL

SIGNATURE OF CONTRACTOR/s

CONTRACT NO: _____

CONTRACT FOR: _____ [Type subject of the work]

Now, This Agreement witnesseth as follows: -

1. 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.

Incase 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.

For HAL

SIGNATURE OF CONTRACTOR/s

CONTRACT NO: _____

CONTRACT FOR: _____ [Type subject of the work]

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 witnesses 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 Ch. Manager (Works) or any Officer of the Company so authorized may, without prejudice to the right of the Company to recover from the Contractor, damages for the breach of the contract, terminate the 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 (Engine Division) or accepting authority of HAL is final with regard to the satisfactory performance of the contract and is binding on both the parties.

In the event of any dispute arising in connecting with this contract, it is further agreed that disputes shall be referred to the arbitration of an Engineer Officer to be got approved by Managing Director of Company.

For HAL

SIGNATURE OF CONTRACTOR/s

CONTRACT NO: _____

CONTRACT FOR: _____ [Type subject of the work]

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 Managing Director (MiG Complex) 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 Ch. Manager (Works), Works & Services Department, 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 witnessed 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 the 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 an 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 anyway connected with the agreement shall be deemed to have arisen at Sunabeda and only Courts at Koraput / Jeypore shall have jurisdiction to determine the same.

In Witness Whereof the said parties hereto have hereunto set their hands.

**For HINDUSTAN AERONAUTICS LIMITED
(Engine Division, Koraput)**

Authorized Signatory

SIGNATURE OF CONTRACTOR/s

Witnesses;

Witnesses;

1.

1.

2.

2.

**FORMAT OF INDEMNITY BOND
(TO BE EXECUTED ON STAMP PAPER OF VALUE ₹100/-)**

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 _____. Sales Tax 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.

2.

CONTRACTOR

1.

2.

NOTARY

FORMAT OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT

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 Rs / 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 Rs / 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 Rs / Foreign Currency).

3. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs / 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/contact/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 60 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.

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).

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 o value ₹100/- for conduct and credibility of the labours engaged for the work to the security officer of the division through Engineer-in-Charge.

[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 UNDERTAKING TO BE FURNISHED AND UPLOADED BY THE CONTRACTOR

Name of the work:-

Work No:-

From,

M/s. _____

To,

The General Manager,
HAL, Engine Division,
Koraput.

Sub: - Tender for work No:-

Dear Sir,

Please find herewith enclosed the Tender document comprising of Terms & conditions, General & Special Conditions, Safety code and Bill of Quantities relating to the works specified in the Tender Document downloaded from HAL website www.hal-india.com hereinafter set out and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the works specified in the said document with the labour / worker rates, materials mentioned at Price Bid portion of Tender Document and in accordance in all respects with the conditions, specifications, & instructions in writing referred to in conditions of tender Appendix to the form of Tender, articles of agreement, general conditions of contract, special conditions of contract, appendix to the tender, annexures, safety condition, technical specifications, bill of quantities and in all other respects in accordance with such conditions so far as they may be applicable.

The document being downloaded from the website and having read and understood all the contents of the Tender Document from **Page No. 01 to Page No. 58**. I/We do hereby accept all the Terms and conditions laid down in the said Tender document and will abide by the same on acceptance and award of work

Agreed and confirmed [*No signature in the tender document since it is Electronic Transmission*]

Yours Faithfully,

FOR M/s _____

SIGNATURE OF THE CONTRACTOR WITH SEAL