



HAL WORKS MANUAL 2011

FOREWORD

1. The HAL Works and Contract Procedure was first published in 1969 & later revised in 1985. Since then several changes have taken place in the delegation of powers and the Government guidelines including those issued by the Central Vigilance commission. New Circulars have also been issued by the corporate office related to the Works. In the revised "Works and contract Procedure" which has now been re-christened as "HAL Works Manual" these changes have been incorporated, keeping in mind that by adopting the revised procedures the contract management of major works/projects & services are made transparent and result oriented in a professional manner.
2. The Works Manual containing the detailed Works and Contract procedures along with delegation of powers would facilitate faster decision making in a transparent manner by the concerned authorities in the Company who are involved in accomplishing a project. In the ever-changing technological era, the field of Construction and allied services is undergoing fast changes as far as the technology and construction management is concerned. Therefore it becomes imperative to have a codified Manual which is mandatory to be followed and at the same time meets the need for a dynamic Contract Management system. The present edition of the Works Manual incorporates all latest instructions/guidelines on the subject and is intended to improve and expedite performance in pursuing a project.
3. This Manual is one more step towards the continual efforts of the Company in achieving procedural excellence in handling the Construction Management and Public Contracting system.



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Date: 11th Jan. 2012.

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HAL WORKS MANUAL - 2011

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SECTION - I

WORKS PROCEDURE

CHAPTER – 1
INTRODUCTION

1.0 AIM

- a) A uniform works and contract procedure was introduced in Hindustan Aeronautics Limited (HAL) on a corporate basis in 1969 and updated in 1985, applicable to all the Divisions of the Company. The need to update the works and contract procedure again has been increasingly felt in order to: -
- b) Incorporate the latest Delegation of Powers (In case DOP gets revised, the revision will take precedence over the powers indicated in the Manual)
- c) Incorporate required amendments in line with the latest Govt / Statutory/ CVC guidelines.
- d) Take into account the prevailing MARKET RATES for which the cost estimation in respect of items of work which are not available in MES SSR as also for tender justification of the cost of total work.
- e) The Company having established many modern manufacturing and allied infrastructure facilities including township, general infrastructure & certain public amenities. Company also envisage significant expansion activities in presence of increasing additional facilities in all categories as mentioned to meets its expansion / diversification activities. It is also required to maintain the existing and upcoming facilities for its longevity.
- f) Have a uniform and systematic integrated approach to execute the work as per the time schedule and also meeting quality & service level requirements of user / divisions.
- g) To facilitate the decisions of administrative authorities to ensure that they are transparent, accountable and time-bound.
- h) To incorporate changes through experience gained in various fields.
- i) Works Manual shall be reviewed for revision by Facilities Management Division [FMD] once in Three years by a Committee, for which approval will be taken from Chairman. The amended Works Manual shall be put up for approval of Management Committee.

1.1 DEFINITIONS

- 1.1.1 **Works:** - The term Work defines activities pertaining to creating assets both revenue and Capital in nature and maintaining assets of the company. Any Civil, Electrical, Mechanical, HVAC, Low Voltage Systems, Facility Management service contracts including Horticulture and Sanitation works and Consultancy services related to facility management and allied services etc., which involve Methods, Manpower, Machine and Material [Comprehensive Service Concept (CSC)] will be covered under Works and Contracts Procedure.
- 1.1.2 **Competent Financial Authority (CFA):-** Competent Financial Authority is the Executive of the company authorised to exercise the powers of approval, sanction and acceptance concerning technical, administrative and financial aspects of transactions on behalf of the Company. Such Competent Authorities are the Board of Directors, Procurement Sub Committee of the Board, Management Committee, Chairman, Managing Director / Executive Directors, General Managers and such other Officers to whom the powers of above nature may stand sub - delegated from time to time.
- 1.1.3 **DOP :- Delegation** of Powers shall be exercised as conferred on it under article 120A of the article association of the company and in supersession of the resolution passed at 243^d

board meeting and 255th board meeting as subsequently amended from time to time, the board hereby delegates to Chairman, Managing Directors, Functional Directors, Whole time Directors, Executive Directors and General Managers.

1.1.4 ATA: Appropriate Technical Authority (ATA)-Civil / E&M are the officers professionally qualified, competent to accord Technical Sanction for any work. Further ATA is the authority for approval of Designs & Drawings for the Works proposed to be executed. However, ATA shall be not less than the rank of Manager with professional (Civil / Elec.) qualification. ATA will be the senior most professionally qualified Engineer (Civil / E&M) in the Division.

1.1.5 SPECIAL MATERIALS: Pre Engineered Structures, Structural Glazings, Membrane Structures, Roof Glazings including polycarbonate materials, Galvalume Sheets, Epoxy paintings, Fabric Texture, UPVC [Un-Plasticized Poly Vinyl Chloride] Roofings, Automated Hangar Doors, Composite materials (Composite door shutters etc.), FRP, HDPE/LDPE plastics etc.

1.2 DESIGNATIONS:

1.2.1 Designations of officers in Works Department / Plant Maintenance Department of Divisions will be as under:

General Designations	Grade	Works Dept Designations (Civil / Electrical)
AGM	VIII	AGM
DGM	VII	Engineer-in Chief
Chief Manager	VI	Chief Engineer
Senior Manager	V	Deputy Chief Engineer
Manager	IV	Superintending Engineer
Dy. Manager	III	Executive Engineer
Engineer	II	Asst. Executive Engineer
Asst. Engineer	I	Asst. Engineer

1.2.2 The department should normally be headed by an Officer of Chief Engineer Level and above. In exceptional cases if there is no suitable officer available in that grade, Deputy Chief Engineer [Grade V] shall head the Department and exercises the powers of Chief Engineer.

1.3 FUNDAMENTAL PRINCIPLES

1.3.1 All works / Services will be executed only after administrative approval and technical sanction having first been obtained from the authorities appropriate in each case and funds being made available to meet the expenditure.

1.3.2 The Appropriate Technical Authority (ATA) / Officer-in-Charge shall ensure, in the course of financial year that the aggregate budget allotment made on any work is not exceeded unless extra funds are allotted duly by re-appropriation of funds as per DOP.

1.3.3 The ATA / Officer-in-Charge will ensure that expenditure is incurred within the administratively approved amount (except as otherwise provided for), and shall obtain prior / simultaneous sanction from the competent authority for Revised Administrative Approval in case of excess due to an error in approved estimate or other causes.

1.3.4 Generally all major projects involving Civil Works, Electrical, Air-conditioning, Roads, Drains, Water supply, Sewage and allied works will be executed as Integrated Projects & evaluation of the bids would be on the total contract value. However in special cases to take advantage of specialised agencies for execution of work, or to save time if the project is being implemented in phases or to ease logistic issues like locations, distance, resource availability etc., certain works can be tendered out separately. The reasons for going in for separate contracts are to be indicated while putting up admin approval for approval of competent authority. However, works should not be split in order to bring it within powers of lower CFA.

- 1.3.5 Wherever the existing building and structure are required to be dismantled / demolished, the same will be carried out after obtaining the prior Administrative approval of the appropriate CFA as per DOP based on the estimated cost of demolition. The contract for dismantling / demolition shall be awarded after normal tendering.

1.4 GREEN BUILDING CONCEPT

"A green building is one which utilises less water, optimizes energy efficiency, conserves natural resources, generates less waste and provides healthier spaces for occupants, as compared to a conventional building." It is needed now a days since "Bridging the gap between demand and supply of non-renewable and scarce resources through cost-effective interventions".

Indian Green Building Council (IGBC) Green Homes is the first rating programme developed in India, exclusively for the residential sector which was based on U.S. Green Building Council (USGBC) rating system. The certification is named as LEED-INDIA [Leadership in Energy and Environmental Design] and another rating system is **GRIHA**, an acronym for **Green Rating for Integrated Habitat Assessment**, is the National Rating System of India. It has been conceived by TERI [*The Energy and Resources Institute*] and developed jointly with the Ministry of New and Renewable Energy, Government of India. It is a green building 'Design Evaluation System', and is suitable for all kinds of buildings in different climatic zones of the country.

The evaluation of rating will be based on the following criteria which will certify by **TERI**

- **Site planning**
- **Building planning and construction stage**
- **Building operation and maintenance**

The benefits of GRIHA rating system

- Up to 30% reduction in energy consumption
- Limited waste generation due to recycling
- Less consumption of water
- Reduced pollution load & liability

- 1.4.1 A detailed note on GRIHA and how points are earned & evaluation process along with a list of buildings which are already being registered with GRIHA is available on websites at www.dpe.nic.in or www.grihaindia.org

- 1.4.2 Green Building Concept is to be incorporated as per circular no. DPE/13(2)/10-Fin dated 11.03.2010 issued by Govt. of India, Ministry of Heavy Industries & Public Enterprises which states "all new buildings of Central Government / Public Sector Undertaking to meet at least the requirements of **GRIHA – 3 Star [Green Rating for Integrated Habitat Assessment]**, though every effort to be made to achieve a higher star rating wherever site conditions permit ideally, all Organizations would aim at reaching GRIHA – 4 Star rating."

CHAPTER – 2
TYPES OF CONTROL

2.0 CONTROL

a) In order to effect skilful planning with economic scales, drawing up accurate estimates and to ensure speedy execution of sanctioned works within the estimates, it is necessary to exercise proper control. The controls fall under three broad categories as under and explained in the succeeding paragraphs.

- i) Administrative Control
- ii) Financial Control
- iii) Technical control

2.1 ADMINISTRATIVE CONTROL

Administrative control covers the following aspects:-

- a) Works/Services proposed are necessary for the efficient functioning of HAL and are inevitable.
- b) The proposals are in accordance with the policies accepted by HAL.
- c) The works / services are taken up in due order of priority keeping in view the resources available.
- d) The scales, wherever laid down, are not exceeded and
- e) The works are completed according to schedule & funds sanctioned.

2.2 FINANCIAL CONTROL

- a) Financial Control is to ensure the following:-
- b) No liability is incurred without the approval of competent authority as per DOP and allotment of funds as per approved Budget.
- c) The funds allotted for works/services are spent only on the works that have been allotted.
- d) The expenditure is incurred in accordance with accepted Rules / Procedures and Guidelines issued from time to time.
- e) Sanctions accorded are not exceeded without the approval of competent authority.

2.3 TECHNICAL CONTROL

The object of technical control is to ensure the following:-

- a) Accurate and economical preparation of estimates.
- b) The designs and specifications are based on Good Engineering Practice and are structurally stable, economical and based on applicable codes such as Bureau of Indian Standards, National Building Code, and Specification for Road and Bridge Works issued by Ministry of Transport & Highways etc. In case of specialized works such as Pre-Engineered Works or any other special works, where BIS standard specifications are not available, then USA / UK / other countries standard/specification may be adopted.
- c) Ensuring that the works/ services executed are in accordance with the sanctions both in regard to scales and specifications; and
- d) All payments to contractors and contract labour correctly represent the works services rendered and are in accordance with the contracts concluded for such works/services.
- e) The Drawing / estimate prepared by the Consultant to be checked for meeting the functional requirement of user and technically sanctioned by ATA to ensure Engineering and Service Level Standards.

CHAPTER – 3
TYPES OF WORKS

3.0 CLASSIFICATION OF WORKS

All works/services are classified into three broad categories: -

- i) **Original works (Capital works)**
- ii) **Repairs (Revenue works)**
- iii) **Maintenance & Services (Revenue works)**

3.1 ORIGINAL WORKS

Original works consist of: -

- a. New Civil constructions including Interior/Exterior decoration works & infrastructure development and other Engineering works like Electrical, Mechanical, HVAC[Heat Ventilation and Air-Conditioning], Crane, Low Voltage Works, Fire Alarm/Sensor , Access Control, CCTV [Closed Circuit Television], Computer Networking, Fire Fighting, Compressed Air Lines, Utilities, etc.,
- b. Additions & Alterations to the existing buildings including interior & exterior works, arising from administrative as distinct from technical or Engineering reasons, works necessary to bring into use newly purchased or previously abandoned buildings, roads, installations and services.
- c. Restoration of any property rendered totally unusable/ uninhabitable by storm, fire, earthquake, rioting or other extra-ordinary causes, and
- d. Civil and other engineering works as per para **3.1 (a)** related to installation of Plant and Machinery.

3.2 REPAIRS / MAINTENANCE WORKS

These consist of: -

- a) Work undertaken to maintain & restore original physical condition & functional performance of an asset as per design standards.
- b) Periodical services like white washing, colour washing, distempering, painting to buildings, electrical & mechanical installations and equipments including Runways.
- c) Works like plastering, replacement of doors and windows, roof, false ceiling, flooring, replacement of water supply fittings / lines, sewage lines, resurfacing of roads, Water proofing, Roof sheeting, repairs to storm water drain, Runways and Air field etc., which are required as and when the necessity arises and is noticed during inspection by the supervisory staff whether *suo-moto* or on complaint from allottee / user.
- d) Modification, Additions and Renovation work without increasing floor area to be considered as repair / maintenance work.

3.3 MAINTENANCE SERVICES

Maintenance services comprises of Soft Services and Engineering Services

3.3.1 Soft Services *includes the following :-*

- a) Housekeeping & Sanitary Services
- b) Security, watch & ward and Fire Services
- c) Landscaping & Horticulture and Gardening,
- d) Event Management
- e) Pest Control Management

3.3.2 Engineering Services *includes the following :-*

- a) Civil , Electrical & Allied Maintenance
- b) O & M of Electrical Power Distribution and Maintenance including Low Voltage Systems
- c) O & M of Utilities for Water Supply & Water Treatment Plant [WTP], Boiler Houses, Pump houses etc.
- d) O & M of Waste Water Systems
- e) Solid waste management [Municipal, Hospital & e-waste etc.]
- f) Maintenance of Swimming Pool and Allied Sports Facilities

NOTE: (Refer 4.4.1)

The amendment / rate variation which is being issued by MES as FORECAST PERCENTAGES over SSR shall be applicable as under:

Buildings:

- New Constructions – Works covered under para 3.1
- Special repairs, additions/
Alteration & Maintenance – Works covered under para 3.2

CHAPTER – 4

APPROVALS, SANCTIONS & ESTIMATES

4.0 ORIGINAL WORKS (CAPITAL WORKS)

4.1 For purposes of administrative control, original works are divided into two categories:-

- a) Major works, i.e., those costing more than ₹ 50.00 Lakhs each
- b) Minor works, i.e., that costing up to and inclusive of ₹ 50.00 Lakhs

4.2 The following are the four main stages before an original work can be undertaken:-

- i) Acceptance of necessity
- ii) Appropriation of funds
- iii) Administrative Approval, and
- iv) Technical Sanction

4.2.1 ACCEPTANCE OF NECESSITY:

Acceptance of necessity denotes acceptance by the competent authority of the need for execution of work proposed at a cost not exceeding the limit specified. However, the approval of annual capital budget / detailed project report of special projects by the Board / Government may be taken as acceptance of necessity in respect of works included in the budget / detailed project report.

- a) For works not covered under capital budget, acceptance of necessity shall be approved by the Head of the Division with the concurrence of Divisional finance.
- b) The powers to accept the "Necessity for works" of **emergent nature not included in the Capital Budget** shall be applicable as per DOP.

4.2.2 APPROPRIATION OF FUNDS:

Appropriation of funds means **concurrence by the Finance and approval** by the competent authority according to administrative approval of funds needed for the works by appropriation from the approved capital budget. Re-appropriation of funds to be made in the case of necessity and that too limited to relevant head. [for e.g. there will be no re-appropriation between the items of Plant, Machinery & Equipments (PME) and Civil works. Similarly no re-appropriation should take place between the heads "New projects" and "Rationalisation & Modernisation".

4.2.3 ADMINISTRATIVE APPROVAL

- a) Administrative approval means sanction of the competent authority as per DOP to the execution of any work at a stated cost.

- b) Administrative approval for cost of demolition of works

- | | | |
|---|---|------------|
| <ol style="list-style-type: none">(i) Chairman(ii) Managing Director(iii) General Manager | } | As per DOP |
|---|---|------------|

- c) Cost of demolition means the cost incurred to demolish the asset including clearance, transportation of debris etc.,

4.2.4 **TECHNICAL SANCTION:** -

Technical sanction denotes approval of the Officers designated as Appropriate Technical Authority as indicated below to the detailed estimates of the cost of work of construction or repairs proposed to be carried out by the Engineering Department. It also implies approval of Designs and Drawings of a work proposed to be executed and is accorded only on satisfaction of the Technical soundness of the proposal. Powers of the Engineering officers for according Technical sanction are indicated below:-

Manager	Upto ₹ 10 Lakhs in each case
Senior Manager	₹ 25.00 Lakhs in each case
Senior Manager in case heading the department	Full Powers
Chief Manager	Full Powers
AGM / DGM	Full Powers

Note: In case of non-availability of appropriate ranked officer in the Division, the powers of technical sanction can be delegated by the General Manager to the professionally qualified officer available in the Division.

4.3 **PROCEDURE FOR SANCTIONING OF WORKS**

The following procedure shall be adopted for initiation and sanction of original works (Capital works):-

4.3.1 Initiation of demand:- Initiation of demand will be made by User Department with full justification and benefits that will accrue to the company. While initiating the demand existing facilities are to be analyzed towards their utilization. Detailed statement of case is to be prepared by the User. Appropriate Technical Authority will examine the proposal from feasibility point of view and can suggest an alternative under advice to competent authority to accord budget approval which will include the following:-

- (a) Nature of work
- (b) Requirements and justifications
- (c) Special requirements and Broad specifications
- (d) Time frame
- (e) Rough cost estimate based on Market Rates on plinth area basis / Past data on works executed with escalation / norms developed for the purpose of budgeting.
- (f) Line plan [layout Drawing]
- (g) Site plan
- (h) The proforma at standard format will be adopted for this purpose.
[Annexure – A, B,]

4.3.2 **Consideration of demand:**

Consideration of demand is essential at Divisional / Complex / Corporate office level and will be accordingly included / projected in the annual Capital Budget. In case of emergent nature of work where it is not advisable to wait for the annual capital budget, the specific cases will be dealt with separately as **Para 4.2.1** by CFA in consultation with associated finance. In case the requirement exceeds DOP of emergent powers, a separate MC / Board paper may be initiated by user department in concurrence with the Finance and Head of Complex.

4.3.3 **Preliminary Survey:**

On receipt of initiation of demands by user department, the ATA will examine the proposal to see whether the proposals are prima facie acceptable and whether the requirements of the user department cannot be met any other alternative / more economical means. Where the ATA can suggest an alternative, this will be done under advice to competent authority to accord administrative approval and the remarks of the user department will be obtained. Where no alternative arrangement can be suggested or is acceptable to the user department, the ATA will examine the proposal from the feasibility aspect, draw-up a rough estimate on a "not exceeding" basis and also estimate the time required for execution of work.

4.3.4 Budget Provision:-

In respect of all capital works, a separate projection should be made in capital budget. However, a lump sum projection for unforeseen minor capital works may be made in the capital budget for the maximum limit of ₹ 50 Lakhs each division.

4.3.5 Technical Sanctions: -

Schedules of work will be prepared by Engineering staff and technically sanctioned by the Appropriate Technical Authority (ATA). Technical sanctions will be supported by detailed plans, specifications, and estimates as the case may be. The schedule of works will be in accordance with the initiation of demand so far as the scope of work and scales are concerned.

4.4 ESTIMATES:-

- 4.4.1** The estimates will be based on the current MES Standard Schedule of Rates and will include any amendment / rate variation clause over and above by MES. Any change in the MES SSR made by Appropriate Authority of MES will automatically apply to HAL estimates and tenders. If any percentages are adopted over the SSR rates by MES, the same percentage will be applicable to HAL Estimates. The items, which are not available in the MES SSR, estimates shall be considered from the MES Estimating Data issued by E-in-C branch (if any) for External Electric Supply, External Water Supply, Sewage Disposal and Refrigeration & Air Conditioning. The items which are not available either in *SSR or Estimate Data Sheet* issued by MES shall be considered based on prevailing market rate.
- 4.4.2** The estimates shall be prepared for Pre – Engineered Buildings / Hangars and other works using special material based on
- i. Rate structure derived from past – executed works on Pre – Engineered or special material Concept in division or other divisions of HAL.
 - ii. If Rate structure cannot be derived from past executed works as the same has not been executed in any division of HAL, then Budgetary Quotes from at least two agencies, who have executed such work, shall be obtained.
- 4.4.3** Technical sanction must be accorded within the cost and scope of administrative approval and before issue of tender notification for any mode of tendering. The appropriate Technical Authority shall technically sanction all estimates and a certificate to this effect shall be given in the estimate. In case of Major contracts detailed estimate should cover the entire scope of work including Civil, Electrical, Crane, Lift & Air-conditioning and also all connected services including provision for security & fire protection measures at the planning stage itself, so that a composite contract can be concluded. However, this is not mandatory and may be decided on case to case basis.
- 4.4.4** The estimate should not contain items with conflicting, vague and ambiguous provisions resulting in disputes, delays and financial losses.
- 4.4.5** “Rate only” items without giving quantity against the item should not be provided in the estimate or, bill of quantities in the tender.
- 4.4.6** In cases where designs including their estimate are submitted by specialist firms and tenders are based on such designs, technical sanction will be accorded on the basis of accepted design during Admin Approval stage.
- 4.4.7** After according Technical Sanction/Administrative Approval, no departure whatever should be made from the sanctioned specifications unless:-
- i. Such changes are necessitated by unforeseen Technical reasons and do not alter the scope of work.
 - ii. The specifications substituted are more economical than those provided for in the administrative approval.
 - iii. The total cost of the project as administratively approved is not exceeded.
- 4.4.8** Once technical sanction is issued, the same will be revised only because of Engineering / technical reasons such as site conditions necessitating changes in designs, drawings, specifications, material used etc.

4.4.9 In respect of work ordered through deviation orders / amendments to a contract, technical sanction will be accorded for the deviation orders / amendments.

4.4.10 A technical sanction need not be revised if the excess over the technical sanction is only attributable to increase in tender rates.

4.5 **TIME PERIOD OF COMPLETION**

Standard schedule of contract periods for building works in standard formats is placed at **Annexure - C**. In case of time bound project or the completion of work is critical, suitable time limit may be considered by ATA.

4.6 **ADMINISTRATIVE APPROVAL:**

After the approval of the Capital Budget, all proposals will be submitted to the Competent Authority for according administrative approval or for deferment after due consideration. Where it is decided to proceed with the work, Administrative approval should be accorded **within reasonable time**.

4.6.1 To enable the competent authority to consider the proposals, the concerned department will submit the necessary information as per the details at Para 4.3.1 above in all aspects, to the competent authority through associated finance.

4.6.2 In case a Consultant / Architect is required to be engaged then administrative approval for engaging Consultant shall be taken from Head of the Division with the concurrence of divisional finance and award of the work shall be as per DOP since the estimated value of the consultancy charges are not known. [*Also see guidelines on appointment of architects / consultants of Section-3*]

4.6.3 The estimates will be technically sanctioned by ATA, and subsequently put up through associated Finance, who shall check the estimates and budget availability, for obtaining the administrative approval from the CFA.

4.6.4 Administrative approval will be accorded by competent authority after technical sanction indicating description of work and the amount approved etc in the standard format @ **Annexure D & D-1**.

4.6.5 Administrative approval consists of:-

- i. Layout plans of the project /buildings showing the arrangements of building and plinth area of each building wherever required.
- ii. Abstract indicating the estimate in the standard format (**Annexure – D**), which contains a summary of estimates under different sub-heads and a provision for contingencies at 10% for works costing above ₹100.00 Lakhs and 5% for works costing below ₹100.00 Lakhs and for establishment charges at 3% for both.

4.6.6 Administrative Approval accorded in terms of Proforma in the standard format (**Annexure B**) will also be considered as approval for “Capital Appropriation Request” (CAR). A separate CAR is not necessary.

4.6.7 The provision of Contingencies is intended to cater for items of expenditure on testing of samples, including advertisements, photographs, cost of foundation stone, temporary works required during construction, increase in tender rates / deviations / price adjustment /escalation if any etc. This may be utilised for purchase of equipment such as Theodolite, levelling instruments, measuring instruments, sieves, oven, PC's, vehicles etc. Provision of 3% for supervision can be utilised for employment of temporary work-charged staff required for supervision of the respective work. The expenditure for the above may be incurred with the approval of ATA within the administrative approval amount.

4.6.8 Copies of the administrative approvals will be forwarded to the user department, Finance and Accounts Department. The Appropriate Technical Authority is authorised to incur expenditure within the administrative approval only on works covered by administrative approval.

- 4.6.9** Savings from one administrative approval will not be utilised to meet excess in respect of works covered by other administrative approval without the approval of CFA as per DOP.
- 4.6.10** The Appropriate Technical Authority is authorised to incur expenditure within the administrative approval only on works covered by administrative approval. Savings from one administrative approval will not be utilised to meet excess in respect of works covered by other administrative approval without the approval of CFA as per DOP.
- 4.6.11** If after the administrative approval is accorded, the scope of work is reduced, the administrative approval will also be correspondingly reduced by the competent authority. The Appropriate Technical Authority will not incur expenditure on items so abandoned.
- 4.6.12** The following authorities for administrative approval have the full powers for excess over administrative approval within the ceiling at Para **4.2.3 (a)**, provided funds can be found from within the amount sanctioned for the work after excluding savings on account of items abandoned:-

Details	Chairman	Managing Director	General Manager
Without Change in scope	Full	Full	Full
Involving Change in Scope	Full	20%	15%

4.7 CHANGE IN SCOPE OF WORK

After Board approval / Admin Approval, if Scope of Work is required to be changed then the same shall be done with the approval of General Manager of the concerned division indicating the reasons required for Change in scope of work. In case of change in scope after Board approval, the Board shall be kept informed of the change and the reasons thereof.

4.8 CAPITAL COMMITMENTS / EXPENDITURE

Sanctions for commitments accorded by the Board of Directors lapse at the end of the Third financial year, except items under a new Project. Items are to be committed / expenditure incurred in the year for which it has been sanctioned, where a commitment cannot be made in time the proposal has not been dropped, the requirement of funds will be included in the capital commitment and expenditure budget for the ensuing year.

4.9 REPAIRS (Revenue Works)

4.9.1 Ordinary Repairs and Periodical Services (ORPS):-

For incurring revenue expenditure towards ordinary repairs and periodical services such as distemping / painting / white washing / cement painting /Exterior Emulsion/any other paint/ runway painting etc., including maintenance / repairs of buildings, roads, water works, runways etc., for which necessary funds are provided through performance Budget, a Term Contract valid for a period of TWO years to be entered into stipulating rates for each of the repair work / services, with the Revenue Administrative approvals of the competent authority.

- For all proposals for repairs concurrence of finance will be obtained in the standard format (**Annexure – E**).
- As regards periodical paintings to runways, especially catering for civil flights, the standard format (**Annexure – E-1**) will be followed and Admin. Approval obtained with the concurrence of finance from competent authority as per Para **4.2.3 (a)** in the standard format (**Annexure – E**).
- Separate format (**Annexure – E-2**) contains the list of items for which painting, distemping / colour washing / white washing will be carried out and the periods at which the services will be renewed. Admin. Approval shall be obtained from competent authorities as per Para **4.2.3 (a)** [Administrative Approval] and this should be intimated to finance in the standard format for purposes of budgetary control. For this purpose, the

Engineering Department will maintain Periodical Services Measurement Books (PSMB) in the standard format (**Annexure – E-3 & E-4**). This will indicate details of various buildings to be painted/ distempered / colour washed areas thereof and the date on which services were last rendered. Maintenance of such a book enables the ATA to ensure that the services are rendered as and when they fall due. It will also enable prompt payment of bills, as the area once measured will remain the same unless conditions and alterations are carried out.

4.9.2 Estimates for repairs and periodical services :

Estimates for repairs and periodical services debit to revenue head will be initiated by the Engineering Department sometime in June (RE of the current year and BE of the forthcoming year) and the necessity for repairs and periodical services critically examined. A plan of action for Revenue Budget for the year will be made indicating amount FINAL to be spent under each Head. The total projected expenditure as approved by the General Manager, in consultation with associated finance will be reflected in the performance budget under "Repairs to Buildings, Roads etc." / Plant and Machinery etc.

4.9.3 Maintenance services:

The Engineering Department will also draw-out a plan and submit estimates for routine maintenance works like housekeeping, horticulture, water supply, AMC for Electrical, AC etc., for the current year and next year separately covering all these works and the same approved by the General Manager in consultation with associated Finance at the beginning of each year.

4.10 REPORTING

- a) In order to ensure the abnormal delays in works / services are brought to the notice of the Management; it is necessary that a system of review and reporting is introduced. The following monthly reports should be submitted to the General Manager by the 7th day of the succeeding month.
 - 1) Status of capital commitments approved, anticipated and balance yet to be committed etc., as per standard format (**Annexure – E-5**).
 - 2) Progress report on capital works as per standard format (**Annexure – E-6**).
 - 3) Statement of cases in which final bills have not been paid within Six months of submission by contractors as per standard format (**Annexure E-7**).

4.11 DEPOSIT WORKS

- (a) "Deposit works" are those works of construction or repairs, the cost of which is not met out of company funds, but being financed by other Govt. Depts. and Customers. Supervision charges for such works should be included in the proposals /estimates and realised as per the terms of the agreement between the Govt. department/ Customer and HAL.
- (b) Engagement of other Govt. Agencies / PSUs by HAL to take up the specialized work such as water supply, deep tubewell & sewage system etc. on deposit work basis.

4.12 PROFESSIONAL MANAGEMENT SERVICES

Professional Management /Technical services rendered by HAL to JV's and other Non-HAL Entities shall be charged @ 10 to 20% of the actual cost billed for the services / work. However, this professional service charge should be intimated and mutually agreed upon before rendering the services.

SECTION – II

CONTRACT PROCEDURE

CHAPTER – 5
CLASSIFICATION OF TENDERS

5.0 TYPE OF TENDERS:

The following are the type of Tenders to be invited to conclude a contract.

- i) Open Tenders
- ii) Limited Tenders
- iii) Single Tender
- iv) Spot Tenders

5.1 OPEN TENDERS:

(a) Through Press Advertisement:

The Tenders to be invited for the works costing more than ₹ 50 Lakhs through press advertisements (newspapers etc.,) and Electronic media (HAL & other tender websites if any) including copy of the Notice Inviting Tender [NIT] to the Registered Contractors. Open tendering is a system whereby Contractors Registered with HAL and also not Registered with HAL are invited to participate in tenders.

(b) Without Press Advertisement:

Works Costing less than ₹ 50 Lakhs may also be invited as open tender through Electronic media (tender websites) including copy of the NIT to the Registered Contractors and other known sources if any. Open tendering is a system whereby Contractors Registered with HAL and also not Registered with HAL are invited to participate in tenders.

5.2 LIMITED TENDERS:

5.2.1 The Tenders invited for the works of special and /or urgent nature. The reason for proposing limited tender shall be brought out in Admin approval for the perusal of the competent authority.

5.2.2 In case of limited tendering, only the most likely sources from the Registered Contractors may be considered. A minimum of five or more agencies may be addressed. However, Head of the Division may restrict the source up to three in case of non availability of five sources for a specialized job. Also in case of specialised work, Non-Registered contractors may be considered after verification of their credentials like experience, turnover etc; due to non availability of Registered contractors with HAL.

a) For Works above ₹ 50.00 Lakhs

In special cases, the authorities mentioned below, with the concurrence of associated finance may relax the requirement of press advertisement of tenders:-

- i) Chairman :- FULL POWERS
- ii) Managing Director :- Upto ₹ 500 Lakhs in each case
- iii) General Manager :- Upto ₹ 100 Lakhs in each case

In such cases, Limited and short notice tenders should, as far as possible be called for from all the Contractors on the approved list as well as all other possible sources. A reasonable time of minimum **Fifteen days** shall be given for limited tenders. However, in case of urgency, tenders may be called within **TEN DAYS** with the prior approval of Division Head. For short listing the name of tenderers the approval of the competent authority, as indicated above is to be taken.

The selection of tenderers should be made based on Bid Capacity, past experience and whose capabilities are well established and authenticated by the initiator / User in concurrence with the committee as under.

- i) ATA
- ii) User Department / Client
- iii) Works / Plant Maintenance Department
- iv) Contracts Section
- v) Co-opted member[s]

b) For Works below ₹. 50.00 Lakhs

Limited tenders can also be issued for works estimated less than ₹ 50.00 Lakhs and in such cases approval for the proposal shall be obtained as per DOP. However, the names of the agencies shall be short listed by the committee as given above. (For the works costing above ₹ 50.00 Lakhs)

5.3 SINGLE TENDERS:

As far as possible, awarding work on nomination basis as Single Tender is to be avoided. However, in exceptional cases, work may be entrusted to a Contractor where work is to be executed with great speed in recorded time to safe guard the Company's interest. The reason for awarding such work specifically shall be brought out in Admin approval for the perusal of the competent authority as per DOP.

- a. Single tender shall generally be issued to a registered contractor or specialist agency. The rates adopted shall be MES SSR Rates and / or Market Rates. In which case full justification with analysis of the rates shall be submitted. If tender rates of accepted contracts are taken, then it will be ensured that they are not High Freak Rates otherwise same to be negotiated.
- b. Award of work by single tender basis can be made to agencies like govt institutions, non-profit organisations involved in providing consultancy services, regulatory & statutory guidelines services as per the mandatory requirements stipulated by the respective ministries of GOI.

5.4 SPOT TENDER:

5.4.1 Spot Tenders in special circumstances may be resorted to by short listing a minimum of Three sources and time allowed for the Agencies to participate may be less than three days. Such tendering is to be resorted only for urgent work such as restoration work to damaged building, utilities services / plant supply systems due to fire or a flood or similar unforeseen circumstances leading to abrupt holdups in production activities, VIP visit and essential services. All the readily available / approachable and well known contractors may be contacted and their offers obtained in prescribed tender forms [issued free of cost] in sealed **envelopes** on specified date and time. Generally registered contractors in appropriate category depending on estimated value of work shall be considered for spot tendering. The spot tender documents shall be handed over / collected by hand in sealed envelope. The powers to accord spot tenders is as follows:

GM/ED	Up to ₹ 20.00 Lakhs
MD/ Director	Up to ₹ 50.00 Lakhs
Chairman	Up to ₹ 75.00 Lakhs

5.4.2 In both single and spot tendering, detailed explanation shall be recorded in the proposal justifying the reason for such a tendering. In case of single tender willingness from the contractor should be obtained.

CLASSIFICATION OF CONTRACTS

6.0 TYPES OF CONTRACTS:

- i) Item rate Contracts
- ii) Design & Execution Contracts
- iii) Design / Technical Consultant.
- iv) Technology & Management Consultants
- v) Service Contracts
- vi) Term Contracts

6.1 ITEM RATE CONTRACTS:

6.1.1 As far as possible Tenders should be invited on item rate basis for which measurements shall be considered for payment.

These contracts may be concluded either by TWO / THREE bid system or SINGLE bid system depending on the nature of work. However, the works costing more than ₹ 50.00 Lakhs (approx. estimated amount put to tender to be considered) invariably shall be invited in TWO Bid system.

6.1.2 A contract may be entered into for different items of works based on estimated quantities. In this case, the various items of work involved and the estimated quantities thereof will be included in Bill of Quantities and the tenderer will be required to quote his own rate for each of the items of work included in the tender. On the basis of the rates quoted and the estimated quantities, the value of the tender will be computed for purpose of acceptance.

6.2 DESIGN & EXECUTION CONTRACTS:

Specialized works where in-house facilities are not available for design, estimation and drawing may be invited as Design & Execution Contracts. In such cases, Admin Approval shall be obtained from CFA based on rough cost estimate. Design & Execution contracts will generally be invited for specialised works like complicated steel structures, pre-stressed concrete structures, water/ sewage treatment plants, lifts, air conditioning, pile foundations, computer site preparation, specialised interior works, etc. Tenders for such works therefore normally will be issued only to selected firms who have facilities both in design as well as execution.

6.2.1 As against the normal practice of inviting tenders on the basis of HAL's designs, drawings and specifications, it is also contemplated to consider design and execution tenders being submitted by a specialist firms and to finalize contracts on the basis of such designs. The firms are required to furnish the design drawings and detailed specifications in addition to quoting a lump sum amount for the work / Rates and quantities including amount for each item of work to be executed.

6.2.2 The Agencies shall possess in-house designers for structural, architectural, electrical and air-conditioning designing etc., as per the stipulated scope of work. If the Agencies do not possess such facilities, they shall hire an external consultant / Architect who have executed similar nature of work. The credentials of such Consultant / Architect with their experience certificate to be furnished along with the Tender Document.

6.2.3 To facilitate evaluation of the offers, the two bid system of tendering is envisaged. Technical & Financial evaluation of bids shall be carried out in accordance with the criteria set out in the Tender document and the proposed weightages for quality and cost shall be specified in the Tender document.

6.2.4 **Evaluation of Technical Bid**

- a) The Envelope-Part-A (*Technical Bid*) received will be opened initially and would be examined by a Technical Committee constituted in line with **para 8.2.2** of this manual. Technical Committee will evaluate, based on credentials in totality, the offers received vis-à-vis scope of work including terms & conditions specified in tender. Likewise, the tenderer's design will be scrutinized as to its conformity with the basic design data supplied with tender documents. The technical bids shall also be evaluated based on the suitability of concept of the tender in meeting the objectives, architectural concepts, excellence of technical proposal, finishes and other details furnished by the contractor in the technical proposal, as per parameters at **Annexure F** (*indicative*).

[In the Annexure-F parameters and marks at A are core parameters which are mandatory for all projects. However, the parameter & marks mentioned under B and C are indicative which can be changed as per requirement of the Project with the approval of CFA along with Admin Approval.]

- b) The Agencies who get minimum marks in core parameter and a total of 30/75 will qualify for presentation. Based on the above evaluation the qualifying agencies shall be invited for presentation before HAL High Level Committee. A suitable tender clause as under will be incorporated in the tender document.
- c) **Tender clause for Presentation**

The agencies qualifying in Technical Bid – Part A shall have to give presentations before high level HAL committees, exhibiting their Design of Architectural concept, by way of 3D walk through, animations, drawings including elevations, perspective views etc., and any other modern method of presentation etc. as and when called. Necessary consultants as required shall be available during the presentation. The committee shall select the agencies based on marks obtained in evaluation of Technical Bid and Presentation. The Commercial Bid – Part B of agencies qualifying [getting a minimum of 45/100] in the combined total, will only be opened. All presentation material shall be the property of the Tenderer. No presentation material to be attached with the Technical / Price Bids.

- d) The High Level Committee shall be formed with the approval of CFA [Approval for award of work based on the estimated value, However Chairman shall remain the authority if it exceeds his power].
- e) The marks scored by the agency(s) will be consolidated and Weighted Average for 60% of Total marks (i.e. marks by technical committee and High Level committee) will be prepared. Based on this weighted average, agencies will be ranked as T1, T2, T3, T4 etc.

6.2.5 **Price Bid Evaluation:**

- a. The Envelope-Part B (*Price Bid*) of those tenderers whose marks are 45/100 in the Technical Bid & Presentation put together will only be opened and evaluated further.
- b. The financial bids of the technically qualifying agencies shall be evaluated with the allotted weightage of 40%. The financial bids so opened shall be evaluated as $P_x = L_1 / L_x$ [Lowest Value among them / Values of that agency] and ranked as P1, P2, P3, P4 etc. after the arithmetic check.
- c. On the basis of the combined weighted score for Technical & price the bids will be ranked in terms of total score obtained. The bid obtaining the highest total combined score will be ranked as H-1 followed by the other bids securing lesser marks as H-2, H-3, H-4 etc.,
- d. The bidder securing the highest combined marks and ranked as H-1 will be called for negotiations if required and shall be recommended for award of contract. (*Refer Annexure F for the illustration of evaluation*)

6.3 **ENGAGEMENT OF DESIGN / TECHNICAL CONSULTANTS:**

- a) Design/ Technical Consultant may be appointed to establish design, estimation and drawing including Tender preparation to invite tender, under Item Rate Contracts. Consultants shall also help HAL in supervision during execution of such contracts. However, the structural design made by the consultant shall be proof checked for structural stability wherever applicable by IIT / IISC / NIT etc as described at para **6.7.c**.

b) Necessity/ Admin. approval for engaging consultant will be approved by divisional head with estimated cost based on previous contracts/ budgetary quotation for consultancy work. However, approximate project cost for which consultancy is being sought may be indicated in tender notification. The proposal for award of contract will be put up to CFA as per DOP.

6.3.1 The following works would come under this classification:

- a) Civil Engineering
- b) Architects & Interior Decoration
- c) Rehabilitation of structures
- d) Public Health Engineering
- e) Electrical Engineering
- f) Clean Room and HVAC
- g) Fire fighting system
- h) Low Voltage System [CCTV, Fire detector & alarm, access control, computer network etc]
- i) Utilities

6.3.2 (a) The above consultancy services shall be finalized through open / limited tenders and the admin approval shall be obtained based on a budgetary quote obtained from reputed organization / institution / agency.

(b) GUIDELINES: The guidelines as decided by CVC to be kept in view while finalising the contract for engaging consultants is enclosed at Annexure-AA.

6.3.3 Limited Tenders shall be issued to five or more agencies as short listed by a committee comprising of

- ATA
- User Department / Client
- Works / Plant Maintenance Department
- Contracts Section
- Co-opted member[s]

Note: The approval for the above committee shall be obtained in Admin. Approval of the proposal.

6.3.4 The credentials of the agencies shall be obtained in case of limited tender during admin approval. Tenders shall be invited in Two Bid system / Single Bid system as per the nature of the work for Limited / Open Tender. The technical bid shall comprise of document pertaining to pre-qualification criteria and same will be scrutinized. The agencies who meet the pre-qualification requirements will be short listed for the opening of price Bids. The consultant will then be selected on L1 basis.

6.3.5 Alternatively a consultancy contract wherein designs/ architectural concepts are required at the conceptual stage can be finalised by inviting tenders in two bid system where in the technical bid apart from containing pre-qualification document would also comprise of their conceptual design and presentation.

- a) The technical bid shall be evaluated through technical committee and presentation shall be given by the agencies to the technical committee / high level committee for short listing the agencies to open their commercial bid and these proposals shall be ranked as T1, T2, T3, T4 etc.
- b) The price bids so opened shall be ranked P1, P2, P3, P4 etc. Based upon the suitability of Technical Bid and Financial Bid as per the evaluation criteria HAL will finally decide upon the suitability of particular tender for award of work.
- c) The details of Evaluation criteria as enclosed at Annexure – F shall be suitably modified for the requisite parameters for design / technical consultants. However, the weightage for Technical parameters shall be 70% and weightage for Price shall be 30% also shown an Example at Annexure-F.

6.3.6 Based on the detailed designs, an item rate contract for execution of work would be finalized.

6.4 TECHNOLOGY & MANAGEMENT CONSULTANTS:

The following works would come under this classification:

- a) Facility Management
- b) Quality , Energy, Environment & Safety Management including Audits
- c) Water & Waste water Management including Audit
- d) Solid Waste Management
- e) Green Building
- f) Gardening , Horticulture & Landscaping

6.4.1 The above consultancy services may be appointed to advise HAL team & establish design concept, estimation and drawing including Tender preparation to invite Tender under Item Rate Contracts. Further, tenders / consultancy services shall be finalized as detailed under “Engagement of Design / Technical Consultants” at **Para 6.3.4** or alternatively at **Para 6.3.5**

6.5 SERVICE CONTRACTS:

The Service Contracts namely soft & engineering services as indicated in para **3.3.1** & **3.3.2** where Four - M [Man, machine, methods & materials] concepts are involved shall be finalised as per guidelines below. These Contracts may be invited on Fixed Rate basis providing adequate requirements based on Comprehensive Service Contract [CSC] concept to meet pre-determined Service Level Matrix [SLM] of HAL as per the nature of required services.

6.5.1 The estimates for the purpose of administrative approval shall be based on budgetary quote from one or more reputed agencies. The estimate shall include training of personnel to be engaged in the work, supervision of work, materials, labour and equipments / machineries / tools etc required to achieve the SLM for the work.

6.5.2 The tendering for these services shall be invited through open / limited tendering either in two bid system or single bid system based on the nature of work. The tender documents shall comprise of the following criteria in respect of registered / service level parameters:

- a) Service Level Matrix [*To be given by the HAL - An indicative matrix is enclosed at Annexure G-1. However same needs to be developed for specific Service works*]
- b) Standard operating procedures including monitoring systems [*An indicative SOP is enclosed at Annexure G-2. However same needs to be developed for specific Service works*]
- c) Man power Matrix [*An indicative matrix is enclosed at Annexure G-3. However same needs to be developed for specific Service works*]
- d) Details of materials used and Details of Machinery deployed
- e) Evaluation process [*to be done by HAL – An indicative Appraisal system is enclosed at Annexure G-4*]
- f) Type of industry for which similar nature of work executed
- g) Company and Management profile
- h) Clientele list
- i) Financial capability [*turnover, solvency, income tax return, balance sheet etc*]
- j) Similar Work Experience

6.5.3 All the said contracts are subject to performance evaluation based on the Service Level Agreements [SLA] every month for the first three months and quarterly thereof.

6.5.4 The tender document should specify a clause that if the above agreed service parameters are not met with during the period of contract based on continuous evaluation by Engineer-in-Charge the contract can be terminated. Notices shall be served for improvement in their service by the Engineer-in-Charge and if the agency / contractor does not show any improvement in their service level during the period of observation as determined by Engineer-in-Charge, then the contract can be terminated after serving three consecutive notices without any loss of time. In case of termination, re-tendering is to be resorted at risk and cost.

6.5.5 The finalization of above services should be done within a reasonable period.

6.5.6 In case of contracts where Comprehensive Service Contract [CSC] concept cannot be adopted, finalisation of service contract will be done by following existing / normal procedure.

6.6 TERM CONTRACTS: Term contracts can be entered into for attending to repairs and miscellaneous work of minor nature with a ceiling contract amount as fixed by Division for a definite period like One year / Two years. The value of each work under this contract shall not exceed ₹1,00,000/- each. The advantage of entering into a term contract is that work can be ordered on the contractor any time during the period of the contract without having to call for quotations for each work.

6.6.1 Such Term contracts should be based on the Standard Schedule of Rates applicable to the region and contractor should be asked to quote above or below the MES Standard schedule of rates. The tender shall be invited section wise as per MES quarterly forecast fluctuation. The contract shall be concluded based on the weighted average of the section wise fluctuation vis-à-vis amount considered section wise as per tender.

6.6.2 Exclusive painting contracts should not normally be ordered on term contract. However, in exceptional cases painting work in term contract can be considered up to sum of ₹ 5000/- Also, painting item contingent with the above works can be included in the term contract.

6.7 PROOF CHECKING OF DESIGNS

- a) The Proof checking of Designs shall be resorted to for works where in-house facilities are not available.
- b) Tenders on receipt should be thoroughly scrutinized technically in accordance with the good Engineering practice with a view to ensure that the proposals are structurally sound, economical, and meet the user's requirement in all respects.
- c) The designs should be got proof – checked by the executing Agency by seeking the services of a reputed independent organization in India on award of work. The following organisations are undertaking such proof checking.

- Structural Engineering Research Centre[SERC] - Roorkee,
- Construction Industries Development Council - Delhi,
- Central Building Research Centre,
- Indian Institute of Technology[IIT] ,
- Indian Institute of Science- Bangalore [IISc]
- National Institute of Technology [NIT] etc.
- ISHRAE / ASHRAE

In such cases a special condition should be provided for in the contracts clearly stipulating that the company has the right to inspect the progress and quality of work without in any way taking away or diminishing the responsibility of the contracting firms for the soundness of the structure and the execution of the contract. It should be specifically stipulated that, in the event of the company's representatives noticing any defect whatsoever during the construction work, it should be binding upon the contracting firm to have the defect investigated in detail by any of the reputed organization referred to above or such other Competent organization acceptable to the company. The cost of the investigation shall be borne by the Contracting firm in case a defect is established or otherwise pointed out by the company. It will also have to be stipulated that, in the event of any defect having been established as a result of reference to the specialist organization of the type referred to, it shall be incumbent upon the contracting firm to propose remedial measures therefore and obtain the acceptance of that specialist organisation to such measures before the corrective action is undertaken.

CHAPTER – 7

INVITATION OF TENDERS

7.1 DESPATCH OF TENDER NOTICE AND RECEIPT OF TENDERS

- 7.1.1 Tender enquiry against open tenders will be sent by **Speed Post**. Tender Documents for open tenders and limited tenders will be sent by Reg. Post / Speed post. In case of urgency tender documents can be sent by courier after obtaining approval of the ATA and where tenders are to be opened in short period [LESS THAN TEN DAYS] Tender Documents may be issued by Hand with prior approval of the ATA and ratification by Division Head.
- 7.1.2 The time and date of opening of tenders should be the same as for the deadline for receipt of tenders or promptly thereafter and the same shall be stipulated in the tender enquiry and tender document.
- 7.1.3 If extension of time for submission of tenders is sought by majority of the tenderers the same can be considered with the approval of Divisional Head. Any corrigendum issued in support of extension of date or any other information shall be intimated individually to the tenderers by Registered Post / **Speed Post** and Fax in case of urgency, sufficiently in advance of the extended date. Wherever tenders have been invited through Press Advertisement the corrigendum shall also be published invariably in the press for wider publicity.

7.2 TENDER NOTICE

- 7.2.1 A draft tender notice must be prepared for each work on the standard notice inviting tender format duly approved by Head of Engineering Department / ATA. The approved text shall be kept in all concerned work files. A copy of the full page where the advertisement has appeared in any one newspaper shall also be kept in the concerned file
- 7.2.2 **AMOUNT PUT TO TENDER:** The approximate amount put to tender to be notified in the Tender Notice shall be estimated value as per administrative approval excluding contingency & supervision charges.

7.3 COST OF TENDER DOCUMENTS

- 7.3.1 Cost of tender documents shall be as given below:-

ESTIMATED COST OF WORK	TENDER DOCUMENT COST
Upto ₹ 50,000/-	₹ 300/- + Applicable Taxes
₹ 50,001 to 2.50 Lakhs	₹ 500/- + Applicable Taxes
₹ 2.51 Lakhs to 5.00 Lakhs	₹ 750/- + Applicable Taxes
₹ 5.01 Lakhs to 20.00 Lakhs	₹ 1000/- + Applicable Taxes
₹ 20.01 Lakhs to 50.00 Lakhs	₹ 2000/- + Applicable Taxes
₹ 50.01 Lakhs to 100.00 Lakhs	₹ 3500/- + Applicable Taxes
Above ₹ 100.00 Lakhs	₹ 5000/- + Applicable Taxes

7.4 PROCEDURE FOR INVITING TENDER:

Officials involved in the following processes should give an undertaking on a format (enclosed at **Annexure H**) at the appropriate time before approval and the same shall be placed in respective files.

- Tender Opening
- Technical Evaluation / Acceptance
- Commercial Evaluation / Acceptance
- Negotiating Committee

7.4.1 **PRESS ADVERTISEMENT:**

- (a) All works estimated cost of ₹. 50.00 Lakhs and above will be advertised in the press for wide publicity. Usually a time limit of minimum four weeks should be allowed from the time the advertisement appears in the papers to the time the tender is required to be submitted to HAL and a minimum time limit of THREE weeks should be allowed from the date of posting of Tender Document to the date of opening of Tenders. However, in case of urgency, tenders may be called within the Two weeks of advertisement appearing in the newspaper, with the prior approval of Division Head.
- (b) Advertisement will be released in three English newspapers, one Regional language and one Hindi newspaper for the works costing more than ₹. 100 lakhs. Advertisement will be released in Two English newspaper along with one local newspaper in regional language for the works costing less than ₹. 100.00 Lakhs. However, additional newspapers if required may be considered with the approval of divisional head.
- (c) For works estimated to cost less than ₹. 50.00 Lakhs sufficient publicity should be given for tenders for all works / services by internal notifications and causing tender notices to be placed on notice boards of HAL and other local Public Sector Undertakings and State & Central Government Organizations. Such notices shall also be issued to registered contractors of appropriate category in the division and sent to local offices of MES / State and Central PWD offices for display. Usually a time limit of minimum three weeks should be allowed from the time of issue of tender notification to the time the tender is required to be submitted to HAL and a minimum time limit of TWO weeks should be allowed from the date of posting of Tender Document to the date of opening of Tenders.
- (d) In addition Tender Notices shall be sent to the Registered Contractors by **Speed Post** and proper records shall be maintained for dispatch of Tender notices.

7.4.2 PRE BID MEETING:

In case of works estimated to cost ₹ 5.00 Crores and above, a Pre-Bid Meeting can be held under the chairmanship of ATA about 15 days before the last Date of submission of Tender for clarification of any doubts of the prospective tenderer on any conditions of the contract, Specifications etc., Clarifications to the pre-bid meeting are to be decided by a committee under the Chairmanship of ATA including members from user and Finance. The minutes of the pre-bid committee shall be approved by the Divisional head before hosting in web site.

Minutes of the meeting shall be circulated to all prospective tenderers attending the meeting including hosting the same in website for the benefit of the tenderers who have not attended the Pre-Bid Meeting. It is not mandatory for agencies attend the Pre-Bid meeting. In case of works costing less than ₹. 5.00 Crores, where necessary Pre-Bid meeting may be held in a manner described above at the Discretion of CFA (Same to be brought out in Admin Approval).

Pre-bid meeting may be conducted for specialized works or works of intricate/complex nature or Project work involving multiple services.

7.4.3 EVALUATION CRITERIA: It consists of essential criteria and the documents to be submitted for proving the eligibility of the contractor.

7.4.3.1 ESSENTIAL CRITERIA:

- a) **Annual Turn-Over:** Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the approx. estimated amount put to tender.
- b) **EMD:** EMD of required amount in the form of Demand Draft.
- c) **INTEGRITY PACT [IP]:** The Integrity Pact agreement is to be executed by the Contractor for Estimate value of Works costing more than ₹. 20.00 Crores and same to be indicated in NIT. The Format for Integrity Pact to be followed as applicable at the time of issue of Tender notice. The format is placed at **Annexure-K1**.

- d) **TENDER COST:** Tender cost as per NIT of required amount in appropriate form.
- e) **SOLVENCY:** The Solvency required will be 40% of the approx. estimated amount put to tender. The solvency certificate shall from a nationalized or scheduled bank and issued within a period 12 months from the final date of submission of tender.
- f) **EXPERIENCE:** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

- i) **Three** similar completed works each costing not less than the amount equal to **40%** of the approx. estimated amount put to tender.
Or
- ii) **Two** similar completed works each costing not less than the amount equal to **50%** of the approx. estimated amount put to tender.
Or
- iii) **One** similar completed work costing not less than the amount equal to **80%** of the approx. estimated amount put to tender.

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 organizations, the same shall be supported with TDS certificate, by the contractor in order to avoid fraudulent cases.

(3) The meaning of 'similar work' for the purpose of tender to be defined in Notice inviting Tender. (Refer the indicative proforma seeking the details of similar works at **Annexure – J**)

(4) In case of works combined with civil, electrical, utility services, the experience in similar nature of work shall include civil as well as electrical and utility services.

g) **BID CAPACITY:**

(i) The Bid Capacity shall be worked out for the works costing above ₹ 100.00 Lakhs and above 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) **Assessed available 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. (Authority:- Ministry of Statistics & Programme Implementation Guidelines Vide DO No 11025/28/2001 Dt. 7-11-01, Standard General Conditions for Domestic Contracts, as per Clause 4.6)

h) ESI & PF CODE:

(i) for Service Contracts: The service contracts involving labour supply shall be awarded only to the agencies having their own ESI code. Further, for PF refer circular no.D.O.No.DPE/13 (5)/11-Fin Dtd. 18-03-2011 placed at Annexure **AB**.

(ii) For Civil & Electrical Works: The contractors are required to comply with the provisions of ESI & PF act. The contractor shall be required to Indemnify HAL for any liabilities arising on account of ESI & PF act as per the proforma at **Annexure K** and same to be included in the tender document.

i) LICENSE: License for execution of Electrical works and other specialized works from the concerned authorities / organizations/ bodies.

7.4.3.2 DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:

a) For the works costing less than Rs. 100 Lakhs

- i) Constitution and legal status
- ii) Registration with HAL / other organization if any
- iii) Copy of PAN / GIR No. Registration Certificate issued by Income Tax Authority
- iv) Certificate of TIN Number

b) For the works costing more than Rs. 100 Lakhs

In addition to (i) to (iv), the following are also to be submitted

- v) Income Tax Returns for the last three years
- vi) Annual turnover for the last five years
- vii) Plant & Machinery details for the work
- viii) Proposed Work completion schedule in the form of bar-chart
- ix) Work on hand [required for bid capacity also]
- x) Bank Balance Statement for the last three months
- xi) Overdraft facilities available with the agencies
- xii) Balance sheet for the last Five years.

7.4.4 TWO BID SYSTEM OF TENDERING:

Whenever required TWO-bid system of tendering should be followed. For distinct operation of the system of tendering, following broad categories are to be adopted for two-bid system: -

- (a) All works costing Rs. 50.00 Lakhs and above.
- (b) All works irrespective of its estimated cost wherein the technical requirements / specifications are not fully established such as for Water / effluent / sewerage treatment, overhead / underground water storage tanks, structural restoration work, subsoil investigation / Electrical /Mechanical / communication installations and re-conditioning & similar specialised nature of works.
- (c) All works irrespective of their estimated costs, which are based on Design and Execution package.
- (d) All tenders for appointment of Architects / Design Consultants irrespective of value of estimated cost shall be invited in TWO-bid system.

7.4.5 THREE BID SYSTEM

- a) In case of secured / specialised works tenders where tender document cannot be hosted on website, the tenders may be invited in Three Bid System i.e. Pre-qualification criteria, Technical Bid & Price Bid.
- b) Expression of Interest: Expression of Interest will be invited for works which are specialised in nature through press advertisement.
- c) Expression of Interest/Registered notice/Tender Notice will be invited in leading newspapers from the intending Agencies who would like to participate in the Tendering process and Screening of the Agencies based on the essential criteria as indicated in the Tender Notice and the selected agencies will only be issued with the Tender document in TWO BID system.

7.4.6 **E-TENDERING:**

- (a) e-Tendering will be taken up for the works costing more than ₹. 10.00 Lakhs.
- (b) Notice Inviting Tender for e-tender will be prepared and will be hosted in HAL website www.hal-india.com along with the complete document along with price bid portion. Interested Agencies shall download the complete document and submit the Tenders in Two – Bid System on the scheduled date of Opening and the received Tenders will be processed as per HAL procedure for Two bid system. However, e-tender notice for the works costing more than ₹. 10.00 Lakhs (actual estimated amount to be considered) shall be released in News Papers through system prevalent in HAL..
- (c) Tender Notice of e-Tendering shall have the following:
 - i) Scanned copy of EMD to be submitted along with Technical Bid and the original EMD should reach the below mentioned office well within the date and time of submission of tender in case EMD not paid through e-payment gateway.
 - ii) Tender Document of e-Tendering shall have the following Clauses: This is an ELECTRONIC MODE of Tendering, any manual or mechanical errors committed before uploading or during the process of uploading the Document shall bound to be duly accepted by the Tenderer. The Tenderer shall not have claim whatsoever in this regard.
 - iii) Tenderers are required to make the DATA ENTRY of the item rate in figures only and rate in words will be automatically generated by the system. The rate to be inserted should invariably correspond to the "UNITS" given under Unit Column.
 - iv) The Tenderer shall download and sign the LETTER OF UNDERTAKING (as per the format enclosed at **Annexure – L**) of the document and upload the same along with other documents.
- (d) Implementation of E-Tendering Solutions –Check List to be followed as per CVC circular No.18/04/2010 Dtd.26-04-2010. Refer **Annexure-L1**.

7.4.7 **TENDERING THROUGH WEBSITE**

- a. In addition to the above provisions following procedure shall invariably be adopted for all tenders costing upto ₹ 10.00 Lakhs by use of HAL Website [www.hal-india.com]. However, all Notice Inviting Tenders (NIT) shall be displayed on HAL website.
- b. It shall be ensured that the parties making use of facility of website are not asked to again obtain some other related documents from the department manually for purpose of participating in the tender process i.e., all documents upto date should remain available in the website and shall be equally legally valid for participation in the tender process as manual documents obtained from the department through manual process. Any exceptions such as drawings etc. which form part of tender documents but cannot be placed on website for reasons to be recorded must be approved by ATA. A mention of such documents must be made on the website notice and intending bidders be asked to obtain documents by written request by post/ by hand before a specified date.
- c. The complete application form should be available on the website for the purposes of downloading and application made on such a form shall be considered valid for participating in the tender process.
- d. The web site address (www.hal-india.com) should be indicated in the advertisement / NIT published in the newspapers.

- e. The cost of tender document downloaded from the website by the bidder can be taken at the time of submission of application form and bid documents in the form of drafts / cheques along with part – I of the bid document.
- f. NIT may be hosted on other tender websites of Government / Private facilitates for wide publicity with the approval of Head of the Division.
- g. For works costing less than ₹ 10.00 Lakhs (approx. estimated amount put to tender) shall be invited in single bid system with internal tender notification issued to all registered contractors and also displayed on HAL website.
- h. For works costing more than ₹ 10.00 lakhs (approx. estimated amount put to tender) shall be invited in TWO bid system and tender notice shall be issued to all registered contractors including hosting on HAL website. The full Tender document shall be uploaded in HAL website and Technical Bids received from the agencies shall be scrutinized for essential / eligibility criteria mentioned in Tender Notice by screening committee indicated in 8.1.1. After scrutiny the committee will put-up to Head of Division through associated finance for opening of price bid as indicated in para 8.1.3 Further, the Price Bid shall be processed for award of work to CFA as per DOP.

CHAPTER – 8
SCREENING & TECHNICAL EVALUATION OF TENDERS

8.1 SCREENING COMMITTEE FOR ISSUE OF TENDERS

8.1.1 The requests for **tender documents** in response to tenders upto ₹. 50.00 lakhs shall be screened by STANDING SCREENING COMMITTEE which will examine the requests received from the Registered and Non Registered parties with respect to the parameters asked for by HAL in the Tender Notice with respect to Experience, Income Tax related documents, Solvency etc., and shortlist the names eligible for issue of Tender Documents. It may be noted that the Screening Committee shall not add / include any agency name based on previous participation details in similar contract. The competition shall be restricted to the agency submitted their request within the scheduled time. The screening committee will comprise of:

- a) Appropriate Technical Authority (ATA) - Chairman
- b) Senior / **Chief** Manager – Civil Department Member
- c) Senior / **Chief** Manager – Elect. Department Member
- d) Officer-in-charge of Planning / Contracts section (Civil / Electrical)-
Member Secretary
- e) Co-opted Members if required

8.1.2 After Scrutinizing / Screening, tender documents will be sent by Regd. post / courier / Speed post to the approved agencies. However in case of urgency tender document may be issued by hand with the approval of ATA.

8.1.3 In case of tenders above ₹. 50.00 Lakhs, where the tender document has been loaded in the website and the agencies have submitted the downloaded document, the above screening committee shall scrutinise the requirements and put-up to Head of the division for approval through associated finance for those agencies who are found eligible for opening of price bids.

8.2 TECHNICAL EVALUATION COMMITTEE

8.2.1 Technical Evaluation Committee shall be formed in the admin approval for the following works as per the nature of contract.

- a) Design and Execution Contract
- b) Engineering & Design Consultancy Services
- c) Technology & Management Consultancy Services

8.2.2 Technical Committee comprises following members :-

Sl. No.	<i>CFA for approval of the proposal</i>	<i>Board / Procurement Sub Committee / CH / MD / Director</i>	<i>ED / General Manager</i>
1.	Head of Technical Committee	ED / General Manager	The second senior most executive of the Division in the technical discipline
2.	Members	<ul style="list-style-type: none"> • Head of Planning [Civil/Elec.] • Head of Contracts [Civil/Elec.] • Head of Projects [Civil/Elec.] • User Representatives • Co-opted member if required 	<ul style="list-style-type: none"> • Representative from Planning [Civil /Electrical] • Representative from Contracts [Civil /Electrical] • Representative from Projects [Civil /Electrical] • User Representative • Co-opted member if required

NOTE:

- i. In case of sanction by Procurement Sub Committee / Board / CH, Head of Works Department, Corporate Office will be member of Technical Committee.
- ii. The Head of Technical Committee may co-opt other members from within & outside Divisions based on the expertise required.
- iii. The representatives will be nominated by the respective Head of Department.
- iv. Co-opted member(s) may be from within HAL or External Member(s) [Individual or Firm] depending on the expertise required.

CHAPTER – 9

EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

9.1 EARNEST MONEY

- 9.1.1 The amount of Earnest Money which a Contractor shall deposit along with the tender equal to and amount of 1% of the approx. estimated amount put to tender of the work subject to a minimum of ₹ 500.00 and subject to maximum of ₹ 50 Lakhs.
- 9.1.2 The amount of Earnest Money which a **Consultant / Architect** shall deposit along with the tender shall be equal to an amount as listed below :-

Sl. No	Project Cost	EMD amount
1.	Upto ₹50.00 Lakhs	₹ 5000/-
2.	₹ 50.001 L to ₹ 500.00 L	₹ 20,000/-
3.	₹ 500.001 L to ₹ 1500.00 L	₹ 50,000/-
4.	₹1500.001 L to ₹ 2500.00 L	₹ 1,00,000/-
5.	Above ₹ 2500 Lakhs	₹ 1,50,000/-

- 9.1.3 The Earnest Money may be accepted in the form of Banker's Cheque / Pay order / Demand Draft from scheduled Bank / Nationalised bank.
- 9.1.4 Tender shall be considered as invalid and rejected if it does not accompany the appropriate earnest money deposit in the prescribed mode.
- 9.1.5 The earnest money given by all Contractors except L1 shall be refunded as per the guidelines provided by CO Circular HAL/CO/617/EMD/2011, Dtd. 31.01.2011 that the tender submitted by the Contractors, in the opinion of the accepting officer, is bonafide.
- 9.1.6 EMD deposited by the tenderer shall not bear any interest to the Contractor.
- 9.1.7 The earnest money of the successful tenderer paid through Bankers Cheque / Demand Draft may be adjusted with the Security Deposit payable by him.

9.2 SECURITY DEPOSIT

9.2.1 Civil , Electrical & Consultancy works:

- a. The successful tenderer will be required to furnish security deposit for the fulfilment of contract. The security deposit shall be **10%** of the **original** contract sum. **This amount shall not be altered during the execution of work due to deviation, either plus or minus.**

Security Deposit shall consist of two parts;

- Performance Guarantee to be submitted at award of work, and
 - Retention money to be recovered from Running Bills.
- b. Performance Guarantee should be 5% of Contract amount and should be submitted as Bank Guarantee (Format at **Annexure – M**), DD or any other form of deposit stipulated in Tender Document within 30 days of receipt of letter of acceptance.
- c. Retention Money should be deducted at 5% from Running Bills. Total of Performance Guarantee & Retention Money should not exceed 10% of Contract amount. However, Retention money recovered should not be less than 5% of Final Bill value including Deviations if any.
- d. 5% Performance Guarantee should be refunded within 30 days of the issue of the defect liability Certificate (taking over Certificate with a list of defects) / Completion Certificate. Retention money should be refunded after Defects Liability period.

9.2.2 Service Works:

- a) The successful tenderer will be required to furnish security deposit for the fulfilment of contract. The security deposit shall be equal to one month value of the contract amount. This amount shall not be altered during the execution of work due to any kind of deviation [either plus or minus] or extension of duration of contract.
- b) In addition to security deposit 5% retention money shall be deducted from the bills which shall be released after six months / one year / satisfactory completion of work whichever is earlier and on production of proof / vouchers to effect that ESI / EPF contribution have been made and fulfilment of the entire statutory obligation under the contract by the contractor. Retention money will be continued to be recovered when the contract gets amended due to additional payments arising out of variable dearness allowances, increase in EPF / ESI contribution etc., as notified by the statutory authorities / extended period of the contract. However, retention money for the original contract period shall be refunded after fulfilling the ESI / EPF requirements as per contract if the contract gets extended.
- c) Whenever the contract is to be amended due to additional payment arising out of variable dearness allowances, increase in EPF / ESI contribution etc. [Statutory Increases], as notified by the statutory authorities, the security deposit on the increased amount shall be waived off and a suitable tender clause shall be provided in the tender document. However, approval for such increase shall be accorded by Divisional Head even for contracts approved by MD/CH.

9.2.3 The contractor shall deposit the difference between earnest money and full security deposit by Demand Draft / Bank Guarantee within 30 days of acceptance or before commencement of work whichever is earlier.

9.2.4 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. Also this aspect must be reflected in the completion certificate [refer **Annexure – M**] of the Contractor.

9.2.5 For works costing ₹ 50 Lakhs [accepted contract value] and above Bank Guarantee can be accepted. Any delay in submitting Bank Guarantee shall attract the same penal recovery as indicated above. The Bank Guarantee shall cover the completion period of the work plus three months / extended period plus three months, as per standard format (**Refer Annexure – M**).

9.2.6 The work shall not be generally allowed to be started unless security deposit has been paid. However, in exigency and to facilitate the completion of work, the same may be allowed with the prior approval of ATA.

9.2.7 Also no payment shall be released to the Contractor unless Security Deposit is submitted and contract agreement is executed.

9.2.8 Security deposit will be released along with the final bill.

9.3 HANDLING OF BANK GUARANTEE

9.3.1 The Bank guarantee shall be obtained for Security Deposit in the standard format. It may be ensured that in all cases Bank guarantee received from the contractors are duly vetted by the Divisions for compliance with the standard proforma before acceptance. However, based on the discussions with the contractors during Price negotiation, in case modifications are accepted, the same should specifically be included in PNC recommendations and brought out while putting the proposals for approval of CFA.

9.3.2 A clause may be incorporated in the tender documents to the effect that whenever a contractor / supplier / vendor fails to supply the store within the delivery period of the contract or fails to complete the work by due date of completion of the contract, wherein Bank Guarantee has been furnished for **Security Deposit**, the extension of period of delay / completion will automatically be taken as agreement for getting the Bank Guarantee extended.

- 9.3.3 The Bank Guarantee shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the agreement / contract have been fully and properly met by the said contractor (s).
- 9.3.4 As a measure of caution and safety, and to avoid being defrauded the concerned officers in Finance shall invariably obtain the confirmation from the concerned bank [s] about the genuineness of the guarantee issued by the bank, well in time. Instructions from RBI to all scheduled commercial banks exist, to assist the beneficiary of the Bank Guarantee to obtain confirmation about the genuineness of the guarantee.
- 9.3.5 A suitable clause to be provided in tender document for agency to extend the bank guarantee in case of extension of contract period.
- 9.3.6 The bank guarantee should be on Non – Judicial Stamp Papers.
- 9.3.7 The original bank guarantee submitted by the contractor / bank should remain in the safe custody of Finance Department of respective Divisions, till the entire work / contract is implemented and all issues favourable to HAL have been handled.
- 9.3.8 However, the bank guarantee should not be detained / retained beyond the required period.
- 9.3.9 The Bank Guarantees issued by Nationalized / Scheduled Banks in India will be acceptable. (Format as at **Annexure – M**)

9.4 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 Divisional Head Quarters will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.

9.5 VERIFICATION OF BG'S & EXPERIENCE CERTIFICATES:

During evaluation of the Technical Bid, the Bank Guarantee's & the Experience Certificates submitted by the agencies shall be referred to the Issuing Banks and got confirmed. The Confidential Reports from the Clients of the Tenderers where the Tenderer has executed and completed the works shall be obtained. Under doubtful circumstances a Team of HAL Engineers shall inspect the Completed Projects of the Tenderer on obtaining approval from the Competent Authority and submit a report to this effect.

REGISTRATION OF CONTRACTORS & CONSULTANTS

10.0 The Registration/ Enlistment of Contractors / Consultants will be done once in Three years. Registration will be done by individual Divisions except for Bangalore based Divisions where Facilities Management Division will do the Registration centrally. However, registration can be done whenever any agency / contractor requests during the period of Three years with the same criteria adopted. The list will be reviewed and updated every year and registration is valid for a period of Three years.

10.0.1 The applications of agencies will be screened keeping in view of the following parameters:

- Professional competence
- Nature of works in which the firm is experienced
- Financial standing
- Organization and supervisory staff
- Past proven performance in HAL, other PSU's/ Govt. Departments
- And other Premier private Organizations/Industries.

10.1 GUIDELINES

10.1.1 Fixing Eligibility Criteria: It is necessary to fix the eligibility criteria for Registration / enlistment of Construction agencies in advance. The minimum eligibility criteria shall be based on experience of similar works of last 7 (Seven) years with proof of satisfactory completion, registration with other organizations, financial standing etc.

10.1.2 Annual Turnover:- Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, shall be at least 30% of the estimated cost of the work.

10.1.3 Execution of similar work:- Experience of having successfully completed similar technical nature of works during last 7(Seven) years ending last day of month previous to the one in which applications are invited should be either of following:-

- (a) Three similar completed works each costing not less than the amount equal to 40% of the approx. estimated cost
- OR
- (b) Two similar completed works each costing not less than the amount equal to 50% of the approx. estimated cost.
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the approx. estimated cost.

10.1.4 Financial credentials : The construction agency should have liquid assets /or availability of credit facilities in Credit lines /letter of credit /certificates from Banks for amount not less than the equivalent of the estimated cash flow for three months in peak construction period of the project for meeting the funds requirements etc.

10.1.5 Information to be called for Tender Notice

The qualifying criteria should be carefully worked out and information called with all related documents supported by certificates of satisfactory completion in respect of quality and time. The details of required information are to be called for through the tender notice. After fixing the basic criteria applications should be invited by advertisement in press in at least three National level Newspaper and one regional level (*in local language*) newspaper . The notification and detailed applications should be hosted on HAL website.

10.1.6 Evaluation /Examination of applications

- a) The Applications from the agencies will be scrutinized by a screening committee approved by General Manager of the Division. The members in the screening committee will be selected based on the availability of the expertise for scrutiny and recommendation.

The committee should comprise a qualified experienced Civil / Electrical Engineer for Evaluation/examination of technical matters/project handling capacity. Further, committee shall be constituted as per divisional manpower set-up including finance representative. The suggested committee is as follow.

- AGM/DGM – Chairman
- Finance Representative – Member
- Head of Plant Maintenance/ Contracts – Member secretary
- Other members may be selected based on the requirement and expertise needed.

Note: For Bangalore based divisions, Facilities Management Division shall finalize the process of registration and same will be circulated among the divisions of Bangalore.

- b) The offers shall be critically examined by a committee as per approval before issue of notice on the basis of criteria.
- c) Evaluation of applications should be done on the basis of credentials submitted after due verification. Physical verification of works executed by the construction agencies may be done (*with reasons recorded*) for assessing the quality and technical capability/details only, in case the supporting documents/certificates claimed in support of the works executed including response to any clarifications /additional details are found insufficient to asses suitability.
- d) To assist in the examination and comparison of applications for registration /enlistment clarifications may be called on application / credentials submitted. The request for clarification and the response shall be in writing or by cable (Fax / Telegram) only.

10.2 CATEGORY & STANDING EARNEST MONEY DEPOSITS

10.2.1 Where the financial standing and background of a contractor has been duly verified to the full satisfaction of Appropriate Technical Authority, such contractor may be permitted to make, in the prescribed form, a standing earnest money deposit as specified below, which may be held as common deposit towards earnest money in respect of the several works for which he may submit tenders. The amount of Standing Earnest Money Deposit shall be as follows (interest free):-

Category of Registration	Value of works	Standing EMD Amount in ₹
A	Above ₹ 2500 Lakh	Nil
B	₹ 1500.001 Lakh to ₹ 2500 Lakh	
C	₹ 500.001 Lakh upto ₹ 1500 Lakh	
D	₹ 100.001 Lakh upto ₹ 500 Lakh	
E	₹ 75.001 Lakh upto ₹ 100 Lakh	₹ 4,37,500/-
F	₹ 50.001 Lakh upto ₹ 75 Lakh	₹ 3,12,500/-
G	₹ 25.001 Lakh upto ₹ 50 Lakh	₹ 1,87,500/-
H	₹ 10.001 Lakh upto ₹ 25 Lakh	₹ 87,500/-
I	₹ 5.001 Lakh upto ₹ 10 Lakh	₹ 37,500/-
J	₹ 2.001 Lakh upto ₹ 5 Lakh	₹ 17,500/-
K	Below ₹ 2 Lakh	₹ 10,000/-

Note:-

- i) Contractors having standing earnest money deposit will be allowed to quote for the works upto which they are registered. They can quote for any number of works within their registered category.
- ii) Any contractor who wants to quote for higher category than registered shall be allowed to participate by paying individual EMD stipulated for that work provided they meet all other eligibility criteria.
- iii) No Standing EMD for Consultants/Architects and also for Contractors of Category - A to Category - D.
- iv) The amount of Standing Earnest Money Deposit will not carry any Interest.
- v) Information on Registered Contractors shall be shared among various HAL Divisions.

10.3. APPLICATIONS

- 10.3.1** The registration is open to all eligible agencies. The detailed application for registration /enlistment is to be available on HAL website and interested agencies can be downloaded the applications and to be submitted in the completed application form as prescribed for "Application for Registration as Contractor / Consultant", [Proforma enclosed at **Annexure-W & X**] along-with a Demand Draft/ pay order for a appropriate amount as mentioned in the application form (*Non-refundable*) and sent, in a sealed envelope, to the concerned authority / works department Office as mentioned.
- 10.3.2** Press advertisement shall be given in Three English Dailies at Regional Level and One Local Language Newspaper. Advertisement shall be released in One Hindi Paper also wherever applicable. Advertisement shall also be given in the Website.

10.4. REVIEW/ UPDATING OF LIST OF CONTRACTORS / CONSULTANTS

- 10.4.1** Unless circumstances warrant an earlier review, a Contractor/Consultant's registration status will remain valid for a period of 3 years from the date of approval or the date of any review that confirms the status.
- 10.4.2** After submission of their application for Registration, Contractor/ Consultants must notify HAL promptly, if there is any:-
- i) Substantial change in their financial or technical capacity
 - ii) Change in their business (*such as company name, address*)
 - iii) Change to ownership or holding, including any transfer of key personnel.
 - iv) Any other significant change in information provided in the application for registration /enlistment.
- 10.4.3** Registered Contractor/Consultant will be notified in writing of the result of registration.
- 10.4.4** Any registered contractor wishes to upgrade the category of their registration is required to submit fresh application with necessary eligibility documents and fees.

10.5. SUSPENSION AND DE-LISTMENT

- 10.5.1** HAL may, in its absolute discretion suspend or de-list a Contractor/Consultant who, at any time, is considered to have breached any of the registration conditions or has performed in an unsatisfactory manner and / or has habit of unfair claim against the company.
- 10.5.2** Before such action is taken, the Contractor/Consultant will be given details of the matters prompting the decision and will have an opportunity to show cause why registration should not be suspended or cancelled and the Contractor/Consultant de-empanelled.
- 10.5.3** A determination by HAL of any application for registration /enlistment or for reclassification, suspension or de-listment is at its absolute discretion.
- 10.5.4** HAL will not be liable for any costs or damages incurred in the above exercise of such a discretion.

10.6. CONFIDENTIALITY AND PUBLICITY

- 10.6.1** Information provided to HAL remains confidential except for Divisions and Offices of HAL who use the Panel to select Contractor/Consultant for their construction projects and external assessors who assist with process of registration / enlistment.
- 10.6.2** HAL may use external assessors to assist with the applications and reviews of registered/enlistment. In these cases, the external assessors will be required to maintain confidentiality of all information received.
- 10.6.3** Registered Contractor/Consultant should not advertise, promote or publish their registered/enlistment status without the prior written consent of HAL.

10.7 REGISTRATION CONDITIONS

- 10.7.1 Registered entitles a Contractor/ Consultant to be considered for invitation to tender within categories of works and services for which they apply and are qualified. It does not obviate the need for the Contractor/Consultant to fully comply with the Conditions of Tendering and other Contract Conditions that may apply to a particular project or tender invitation.
- 10.7.2 By signing the application form and applying for registration with HAL, Contractor/Consultant agree to accept these Conditions of registration / enlistment.
- 10.7.3 Inclusion on the panel of Contractor/Consultant does not assure an invitation to tender or an engagement of services. Divisions of HAL may operate Panel of registered Contractors or may choose to advertise for tenders for special requirements/ projects not envisaged herein.
- 10.7.4 Contractor/Consultant may be removed from the approved list for the following reasons: -
- (a) The standard / quality of work has been unsatisfactory
 - (b) His rate of progress in the execution of work has consistently been unduly slow
 - (c) He fails to quote for the works consistently for three years
 - (d) He has a habit of pressing unfair claims against the company
- 10.7.5 However, while removing the name of the Contractor/Consultant from the approved list a show cause notice shall be issued to the contractor listing the reasons why the contractor is liable to be removed from the approved list. Reply to the show cause notice to be considered and then order to be passed.
- 10.7.6 Registration of a Contractor/ Consultant does not automatically entitle him to be issued with tender documents. Based on his performance / quality, issue of tender documents can be stopped temporarily for a specified period on recommendations of Engineer-in-Charge after taking approval of Head of the Department. The Head of the Department can revoke the non-issue of tenders after satisfying himself about the performance of the Contractor. Reasons for non-performance to be recorded in either case.
- 10.7.7 The limit up to which works can be entrusted to a registered Contractor/ Consultant as individual works and also the aggregate value of works that the firm can handle at one point of time should not normally exceed four times the value of the upper limit for which the firm is registered. However, such cases should be decided on merits.
- 10.7.8 The approved list of Contractor/Consultant as also any changes thereto should be furnished to the Head of Finance after its approval by the competent authority. All deletions shall have the prior approval of competent authority.
- 10.7.9 **Contractor/Consultant** not already on the approved list of HAL can also tender for works in HAL. Such contractors, while applying for tender documents, should furnish details of their past experience, financial standing, income tax clearance certificate etc., and only after being reasonably satisfied on the basis of documents furnished that the Contractors are competent to undertake the works in question will the tender documents be issued to a contractor
- 10.7.10 Any adverse report on the performance of the **Contractor/Consultant** shall be intimated to all Divisions / Corporate Office immediately
- 10.7.11 The Consultant / Architect shall be responsible for ensuring confirmative to all applicable Statutory requirements and building by-laws as applicable for the project designed by them.
- 10.7.12 Consultant shall adhere to the provisions of the Architects (*Professional Conducts*) incorporated under the Architects Act in-force.

TENDER OPENING**11.1 GENERAL PROCEDURE**

- 11.1.1 All tenders submitted to HAL should be in sealed envelope indicating the name of the work, Contract Number and Tender Notice number for which the tender is furnished.
- 11.1.2 **Location of Tender Box:-** The tender box shall be kept at a conspicuous and easily accessible / reachable location.
- 11.1.3 Where the tender documents to be received are bulky in size, the same may be submitted by hand. It may be ensured that the names and designation of at least two officers are mentioned in the bid documents for collection. The information about these officers should also be displayed at the entrance / reception of the premises where tenders are to be deposited so as to ensure convenient approach for the bidders.
- 11.1.4 The tenderers shall be required to keep their offers open upto 120 days for ₹ 100.00 Lakhs and above and 90 days for works costing below ₹ 100.00 lakhs without modification. If the tenderer modifies his tender or revokes the same during this period, the tender may, at the discretion of CFA, be treated as non – bonafide and cancelled and earnest money forfeited.
- 11.1.5 The tenders will be opened at the appointed time and place in the presence of such contractors or their representatives as may wish to be present. The rates quoted by various tenderers shall be read by the tender opening officer.
- 11.1.6 The tenders will be opened by a team of officers consisting of the following:-
- (i) A representative of the Engineering Department
 - (ii) A representative of Finance.
- 11.1.7 The opening officers will sign with date on the envelopes and also initial on all pages of the tender documents and all enclosures including covering letter / drawings (if any) etc., submitted by the agencies and record their name and designation in the tender opening register.
- 11.1.8 In case of Two bid system, the price bid of tenderers should be put in a separate envelope by the opening officers and sealed with dated signatures including signatures of representatives of tenderers present for opening
- 11.1.9 All corrections, over writings, or additions found in the tender documents at the time of opening of the documents should invariably be encircled in Red Ink; authorize and numbered by the officers opening the tenders. The corrections in rate shall be made by opening officers by writing the rates in words and figures in Red ink and initiating the same. The number of corrections, over writings or additions should be recorded by the officers opening the tenders at the bottom of each page. Tenders with corrections made in White Ink shall be liable for rejection. A Clause to this effect shall be incorporated in the document.
- 11.1.10 The tenderer shall fill in rates and prices for all items of the work described in the Bill of Quantities. Items for which no rate or amount is quoted by the bidder will not be paid for by HAL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 11.1.11 In the event of any discrepancy between description in words and figures of rate quoted by the tenderer, the following procedure shall be followed.
- a) When there is a difference between the rates in figures and in words, the rate which corresponds to the amount worked out by the contractor, shall be taken as correct.
 - b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

- 11.1.12 The names of the tenderers / authorised representatives present at the time of opening of tenders shall be recorded in the Tender opening Register and got signed by the tenderer / representative.
- 11.1.13 It should be made clear to the tenderers at the time of opening tenders and announcing the rate / amount that the same are subject to check by HAL, based on the arithmetical calculation of quantity, rate and total.
- 11.1.14 The opening officers shall highlight conditions / rebate if any in the tender and the same shall be initialled separately. Rebate if any to be recorded in the tender opening register
- 11.1.15 If the rate for any item in Schedule 'A' has not been quoted, the opening officers shall highlight the same and initial the remarks made.
- 11.1.16 If any tender is received without the prescribed EMD [except PEMD holders] the same shall be highlighted and remarks made.
- 11.1.17 An approved statement of tenders (Comparative Statement) based on quotations will be drawn up. This will be signed by Engineer, Officer-in-charge of the Planning / Contract cell [an Engineer nominated by ATA in case the Planning cell does not exist] and checked and signed by Finance Representative.
- 11.1.18 Items of work / works shall not be deleted from the bill of quantities after opening of the tenders and during consideration of the offer for acceptance.
- 11.1.19 If a blank tender has been received the words "BLANK TENDER" shall be entered in the register and the statement of tenders **and the Blank Tender will be opened, the tender opening committee shall record "BLANK" on the schedule of quantities.** Similarly if a tenderer fails to quote the works "NO TENDER RECEIVED" shall be written against the name of the contractor/firm.
- 11.1.20 Tenderer shall write the rate only in the column specified in the Schedule 'A'. [BOQ] Tenders with rates written at any other place in the tender document will not be considered as a bonafide tender and is liable for rejection.
- 11.1.21 The Tender documents will thereafter be examined by the Engineering Department to ensure, **inter alia, the following:-**
- (i) The tenders are arithmetically correct. If any arithmetical inaccuracies are noticed in extension / total, the amounts will be corrected.
 - (ii) The tender is complete in all respects and all pages have been signed by the contractor.
 - (iii) The tenderer has not imposed any fresh conditions not included in the tender and
 - (iv) The freak rates are listed out. The financial effect of freak rates plus/minus with respect to estimated cost of work should be worked out for all freak rates items in a tender while evaluating the lowest tender.
 - (v) A separate tender issue register (sale register) shall be maintained wherever required for issue of tenders to the agency.

11.2 OPENING OF TWO BID TENDERS AND EVALUATION

- 11.2.1 In case of Two bid system both Part A (Technical bid) and Part B (Price Bid) will be received at the same time, but in two separate sealed **envelopes** superscribed as 'Technical bid' and 'Price bid' respectively. Both these envelopes will be put in one single envelope superscribing the name of the work, Contract No and Date of opening.

11.2.2 Only Part A (Technical Bid) will be opened on the stipulated date and time. The Technical bids where only registered requirements are to be scrutinized same will be done by the screening committee [as indicated in para.8.1.1]. In case technical details have to be scrutinized, the same will be done by the technical committee [as indicated in para 8.2.2]. The Technical evaluation report to be approved by the head of the division with associated divisional Financial concurrence for opening of Price Bid.

- (i) While evaluating Part A of the tender, criteria as mentioned in evaluation criteria at **para 7.4.3** is to be checked as per vigilance guidelines and further amendments if any. (An indicative proforma for assessment of the eligibility criteria is at **Annexure – F**. However, the parameters to be incorporated shall be based on the nature of the particular work).

11.2.3 A technical evaluation statement will be prepared on the various parameters / criteria and signed by the members. This should bring out in detail compliance report of each technical features of the tender with deviations, if any and the reasons for selection / rejection of tender and should be signed by all the members of the committee.

11.2.4 Clarification should be obtained from the tenderers on technical aspects through a letter to clarify any deviation vis-à-vis tender requirement.

11.2.5 The technical evaluation report should bring out acceptance or otherwise of the tenders without any ambiguity and make clear recommendation and shall be prepared in the format given at Appendix-B to Annexure VIII Enclosure 1 of DOP and signed by members of the evaluation committee. The proposal shall then be put up to Divisional Head for obtaining approval for opening of Price bids of only those tenders whose Part A offer is found technically acceptable. On approval, the Part B (Price bid) shall be opened on a pre-notified date and time in the presence of the qualifying tenderers, who wish to be present.

11.2.6 Those tenderers who do not technically qualify shall be informed through a letter and their Price Bids shall not be opened. The Price bids of those tenderer's, which have not been accepted by technical/Commercial committee, shall be returned along with the EMD.

11.3 LATE TENDERS

The following procedure will be adopted in the case of late tenders :

- (a) Any tender received after prescribed deadline shall not be considered.
- (b) Late tenders shall not be opened. The same shall be returned to the respective tenderer with the covering letter.

11.4 CONDITIONAL TENDERS

All conditional tenders / quotes which are in contravention to HAL contract conditions must be rejected unless even without the pre conditions / conditions, the tenders are L1. However, an undertaking to be obtained in Technical bid that no conditions are imposed in their price bid.

TENDER EVALUATION AND PRICE NEGOTIATION

12.1 FREAK RATES

12.1.1 Freak rates are those rates, which are either unworkably low or unbelievably high. Such rates may be the result of genuine mistakes on the part of the tenderers such as quoting for one flat when the unit is a block of four or assuming the unit as one whereas the unit shown in the tender is hundred etc. Normally, only cases where the rate quoted by the Contractor varies from the detailed estimate rate (based on SSR plus MES percentage or Market Rate for non SSR items, as the case be), by 25% or more should be considered as 'freak'.

12.1.2 Where 'Freak Rates' are noticed in the lowest acceptable offer, the Contractor may be informed of the rates quoted by them for the item and asked whether the rate is correct or whether they wish to correct the same. When addressing the contractor, it should be made clear to him that under any circumstances they will not be allowed to increase the rate. This Letter shall be issued after the determination of L1.

12.1.3 Cases involving low freak rates should be examined to see if the tender as a whole is workable. Where the tender is found unworkable, the same may be rejected. The tender shall be critically examined by a committee comprising of ATA as chairman and a representative of finance, officer in charge of Planning/Contract cell and officer in charge of respective section and make recommendation for rejection of the offer if the tender as a whole is found unworkable with respect to prevailing market rates. L1 shall be determined after rejecting the unworkable tender among the available workable / acceptable quotes. A suitable clause shall be incorporated in the tender document with regard to rejection of unworkable quote.

12.1.4 Where a tender involving freak rates is accepted for the reason that it is workable on the whole, care should be taken to see that the quantities in respect of such items are not varied to the disadvantage of HAL. Ordering the extra quantity up to 20% involving high freak rates should have the prior approval of ATA. For increase beyond this limit, the rate should be worked out based on market rate or quoted rate whichever is lower and the same will be treated as Non-Tendered Item. A clause to this effect should be introduced in the Terms & Conditions of contract. Also, prior approval of General Manager may be taken for this increase. Similarly, in case of low freak rates, reduction in quantities up to 20% should have prior approval of the ATA and beyond that approval of General Manager should be obtained.

12.1.5 In case where the contractor has furnished an unworkable quotation on the whole and wishes to raise the rate on being addressed about freak rates, suitable administrative action should be taken such as forfeiture of earnest money.

12.1.6 Where an L1 offer is found to have not submitted EMD, the same should be rejected and the next acceptable agency will be considered as L1 and evaluated.

12.2 MARKET RATE JUSTIFICATION

12.2.1 In case the lowest offer is found to be higher than the approved estimate, value of work shall be computed with respect to prevailing market rates for 90% of the amount tendered, to ascertain price reasonability of the lowest offer before acceptance of the same. Market Rate analysis shall be done before opening of price bids.

12.2.2 Market rate analysis will comprise of cost of materials inclusive of all applicable taxes such as VAT, excise duty etc., labours, T & P, transportation, sundries + 5% for overheads & establishment charges + 10% contractor's profit on basic rates + all taxes to be considered as leviable by Govt.

12.2.3 In case of any increase in new taxes or introduction of new taxes by enactment of law by the State or Central Govt after the submission of the tender or during the tenure of contract, such increase in tax will be reimbursed to the extent applicable to that contract on production of proof of remittance. A suitable clause to this effect is to be included in the tender document.

12.3 DEALING WITH TENDERS WHEN THERE IS A "TIE"

In case of tenderers quoting the same figures(after arithmetical check etc) an opportunity shall be given to the parties for making a revised offer on the basis of a reduction in the total value in sealed covers, which shall be opened by the tender opening committee on a fixed date in the presence of the tenderers / their representatives. In the event of parties not agreeing to revise their tenders or for any other reasons, it is not possible to resolve the "Tie", the CFA shall exercise his discretion and accept the tender of the contractor who is considered to be best.

12.4 PROCEDURE FOR HOLDING PRICE NEGOTIATION WITH TENDERER

12.4.1 As per CVC guidelines there should normally be no post tendering negotiations. If at all negotiations are warranted under exceptional circumstances, then it can be with L1 [Lowest Tenderer] only after obtaining approval from the officer competent to accord admin approval for the work [refer CVC Circular No.01/01/10 Dtd.20-01-2010 and also Dtd. 3-3-2007]. In case of holding negotiation, the procedure as prescribed in Annexure-VIII of DOP shall apply.

12.4.2 The contractor shall confirm the rebate offered by him during negotiations by a letter immediately after the negotiations. The PNC members shall initial the letter and also if there are corrections in the letter the same shall be initialled by the members and number of corrections summed at the end of the letter.

12.4.3 It is preferable to finalize price during the negotiation itself. Thus tenderers may be advised to come prepared for on the spot discussion and clarifications on technical and commercial matters. If possible agenda for discussions / negotiations may be sent to the tenderers in advance. However in case post negotiation correspondence is inevitable where tenderer is not fully prepared to give on the spot confirmation the same should be carried out only with the concurrence of the Chairman of the negotiations committee and he should be fully kept informed about further development. The final proposal for approval of competent authority (CFA) needs to be put up with the recommendation of PNC.

12.4.4 If L1 party backs out, there should be re-tendering in a transparent and fair manner and L2 or any other tenderer shall not be called for negotiations. However the accepting officer may in such a situation call for limited or short notice tender.

12.4.5 When the letters are issued to the tenderers requesting them to attend negotiation and submit the revised offer, they should be advised that they must give an undertaking in the standard format (**Annexure – O**). It is only after the undertaking is obtained from them, they should be permitted to attend the negotiations and non-compliance under this requirement will disqualify them for negotiation.

12.5 PRICE NEGOTIATION COMMITTEE

12.5.1 Tender Committees are authorized to negotiate all contracts, when high freak rates and contrary terms and conditions are involved. Constitution of Standing Tender Committee will be as under:-

CFA	GM	MD / DIRECTOR OF THE COMPLEX	CHAIRMAN	PROCUREMENT SUB-COMMITTEE (PSC) / BOARD
1	2	3	4	5
Member Director/s			MD / Director of the Complex (Chairman of PNC)	Directors including Director of the concerned Complex & DF (*) #
Other Members	Heads of Production / Planning (Civil / Elec), User Department and Finance of the Division (*) or Reps. Nominated by them duly approved by GM	GM of the Divn(*) Head of Complex Finance(*) Head of User Department Head of Finance of Division	GM of the Divn. Head of Complex Finance Representative of Corporate Finance or Works department.	GM of the Division Head of Complex Finance Department, Head of Works Department
Member Secretary	Head of Contract Section of Works Department	Head of Works Department	Head of Works Department	Head of Corporate Works Department

Note

- a) # Minimum two Directors presence is required and one of them should be DF.
- b) (*) PNC would be chaired by the Senior Most Member
- c) For Customer funded items, representative(s) of the Customer Organisation could be invited to participate in the PNC, wherever required
- d) Additional members could be co-opted based on requirement
- e) Where Head of Works is the senior most member in the PNC of the Division (Column 2) he will be the Chairman of the PNC. His nominee will be the Member Secretary of the PNC
- f) The representative of the department responsible for execution of the said works / service shall be the member secretary.
- g) Proposals for approval have to be processed as per the standard formats.

12.5.2 The Price Negotiation Committee recommendation will be put up in the format prescribed in DOP.

ACCEPTANCE AND RE-TENDERING OF TENDERS

13.1 POWERS TO ACCEPT TENDER

Acceptance of tenders when open tenders / limited tenders are invited and more than one valid tender is received – As per DOP

13.2 ACCEPTANCE OF SINGLE OFFER AFTER INVITATION OF TENDERS

- a. Through Open Tender – As per DOP
- b. Through Limited Tender – As per DOP
- c. In emergent cases, single tender/ spot tenders may be obtained in consultation with Finance. In cases of spot tenders sealed tenders should be called for from a limited number of contractors without allowing usual time for quoting. In such case, the powers to short list [in case of spot tenders] and accept [in case of single and spot tenders] the tenders will be as per DOP.

13.3 PETTY WORKS:

Petty work orders, i.e. PWOs (without calling for tenders) and without concurrence of Finance shall be executed, as per the following procedure:-

- 13.3.1 The value of each petty work order shall not exceed ₹ 10,000/- each.
- 13.3.2 The suggested ceiling limit for issue of petty work orders in a year is ₹ 5.00 Lakhs. However, the same shall be fixed in every Division on need basis with the approval of Divisional GM.
- 13.3.3 The reasonableness of rates shall be the responsibility of the Officers competent for issuing the PWO. The rates shall generally be based on MES SSR and accepted percentage. If the rates are not available in MES SSR then Market Rates shall be adopted with proper justification.
- 13.3.4 A list of Contractors for petty works shall be prepared and put up for the approval of Divisional GM. This list shall be updated at least once in a year. However, addition / deletion of sources, as required by the Head of the Department, shall be made with the approval of Divisional GM during the currency of the year.
- 13.3.5 Monthly list of petty work orders issued shall be forwarded to Associated Finance for reference.
- 13.3.6 It should be ensured that works are not split for issue of petty works. The issuing authority for this purpose shall give a Certificate that the works is not split in any manner.
- 13.3.7 No more than one petty work order shall be sanctioned /issued for the same location /building/plant or installation.
- 13.3.8 The Competent Authority to issue petty work orders shall be the officer heading the Civil / Electrical Department.

13.4 ACCEPTANCE OF CONTRACTS:-

- 13.4.1 The Accepting officer will accept the tender as per DOP, after obtaining financial concurrence.
- 13.4.2 To avoid cost overrun and delay the acceptance of tender should not be unjustifiably delayed. Award of works without obtaining possession of the site and approval of the scheme by local body / statutory authorities may result in non-utilisation of assets and delay in commencement and completion of work as such the same should be avoided.

- 13.4.3** It shall be invariably ensured that once the offer is found techno-financially acceptable, the work must be awarded without any loss of time. All necessary documents / drawings should be kept ready before hand.
- 13.4.4** As soon as a decision is taken on the tender to be accepted, acceptance of the tender will be communicated by means of a letter sent by Registered post to the Contractor. This letter and the contract agreement should be signed by the Deputy General Manager / Chief Manager / Officer heading Works Department on behalf of HAL as Accepting Officer. The acceptance letter shall indicate the Tender excess (+/-) worked out based on the HAL estimate including MES SSR fluctuation considered without indicating the actual value of the estimate. The contract agreement should be signed within one month from the date of acceptance of the tender. The contractor shall submit the contract agreement in the prescribed format in the required stamp paper well within one month from the date of acceptance of tender. No payment will be released till the contractor signs and submits the contract agreement. Work order to commence the work will be issued by Engineer-in-Charge.
- 13.4.5** It shall be clearly mentioned in the letter of acceptance about the registered criteria pertaining to specific technical requirements of the plants, machineries, equipments and manufacturing processes / facilities etc which are related to physical performance of the work / supplies, based on which the contractor has been registered for a particular project / work.
- 13.4.6** Work orders should not be split to bring within the powers of junior officers. The work, which has been tendered out as one entity should be awarded by single letter of acceptance /work order only, as issuing number of work orders would also amount to splitting and thereby bringing it within the powers of junior officers at execution. However work orders may be issued for various works covered under a term contract within the scope of the term contract works.
- 13.4.7** The contract document should be precise, definite and complete. The following documents shall form the contract: -
- i. Tender Notice
 - ii. Instructions to tenderers
 - iii. Schedule – A [BOQ] containing the list of works to be executed & the rates for the various items of work.
 - iv. Schedule – B containing the list of stores, if any, to be issued by HAL to the contractor either free for incorporation in work or on payment.
 - v. Schedule – C containing the list of tools & plant, if any, that will be made available by HAL to the Contractor and the terms of such issue.
 - vi. Schedule – D containing transport, if any, which will be made available by HAL to the Contractor and the terms thereof
 - vii. A summary of the tender and acceptance by the Accepting Officer incorporating tender percentage of the contract with respect to HAL Estimate
 - viii. General Conditions of contract, as per standard form
 - ix. Special conditions of contract
 - x. General specifications
 - xi. Particular specifications
 - xii. Original price bid
 - xiii. Copies of amendments issued subsequent to issue of tender documents
 - xiv. Any correspondence that has taken place between the contractor and HAL from the time the tender is submitted to the time the acceptance is communicated such as negotiation letters.
 - xv. Letter communicating the acceptance of the contract.
 - xvi. Work order.

Note:-

- a) All pages of the contract document shall be numbered serially and the original tender documents along with agreement shall be kept in safe custody of finance of concerned division.
- b) All corrections, omissions, insertions and over-writings should be numbered.
- c) All the pages should be signed by HAL official and contractor.

13.5 RE-TENDERING OF WORKS

13.5.1 Re-tendering is not to be resorted to in the normal course. However, re-tendering shall be considered in the following exceptional cases.

- a. When the prices quoted are considered very high.
- b. When it is suspected that there is a ring existing and price have seem manipulated.
- c. Material change in the basic specification has been introduced after receipt of order.
- d. None of the bidders meet the desired specification.
- e. The L1 bidder withdraws the offer or fails to execute the order or does not agree for extension of validity when it becomes necessary.
- f. When there is a sudden slump in the market.

13.5.2 Re-tendering when resorted to shall be only after obtaining the approval of officer competent to accord admin approval. In case there is no change in specification/Terms & Condition or in case of urgency, the officer competent to accord admin approval may call for Limited Tender from agencies who have participated in the tender[Except the L-1 agency who backed out] provided a minimum of 3 agencies are available for participation. However in cases of re-tender due to a, b, c, d above, and the officer competent to accord admin approval may call for Limited Tender or Spot tender from Registered Contractors/Working contractors, if the work is considered urgent.

PRICE ESCALATION & ADJUSTMENT

14.1 PRICE ESCALATION CLAUSE [For Original works only > ₹100.00 Lakh] :

- (i) This clause is as per MES and suitable modifications are made to suit HAL requirement. As and when MES changes its Escalation formula the same would be applicable to HAL. However, this clause shall be the part of contract in tender document.
- (ii) This clause shall be applied for the works costing more than ₹100.00 Lakhs with completion period of 6 months and above. However, the index [W₁, F₁, L₁] shall be frozen as on the scheduled date of completion as mentioned in work order whatsoever reason attributed for extension of time. Escalation is payable beyond schedule date of completion in extended period (if without penalty) with frozen index. If the index decreases during the extended period, same shall be considered for final settlement.
- (iii) The index [W₁, F₁, L₁] shall be determined based on the Average indices of all commodities for W₁, average indices for Fuel & Power for F₁ (Base =100 for the year 2004-05) for the period under reckoning as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce [<http://eaindustry.nic.in>] and L₁ for labour all India Consumer Price Index Numbers for Unskilled adult mazdoor [base 2001=100] Issued by Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) New Delhi for CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS etc. by annually is available on website <http://labour.nic.in> under Minimum Wages in Mines and establishment falling under Govt. of India (Refer Annexure “Z”) for the period of the Bill under consideration viz from date of pervious bill [date of commencement in case of first [bill] to date of current bills [date of virtual completion in case of final bill or any earlier cutoff date as fixed). In case the bill is prepared between first and fifteenth day of a particular month, the index of previous month is to be considered as W₁, F₁, L₁. However if the bill is prepared on 16th day of the month or thereafter, the index for that particular month shall be reckoned.
- (iv) Escalation is to be linked with the milestones of progress of work value wise. Important mile stones based on value of work to be brought out by the agency after award of work and it shall be agreed by HAL before commencement of work with the approval of Divisional head. However, value of work shall be assessed on preparation of RAR by Engineer-in-charge including payable material advance. Escalation will be paid subject to completion of mile stone within schedule time. However if the agency makes up for the lost time and achieves the next milestone within the stipulated time of that milestone, then escalation shall be paid for the entire period up to that milestone. Accordingly suitable tender clause to be provided.

(v) Reimbursement / Refund on variation in price of Construction Materials:

$$V_m = \{(60/100) (R_n - R_{n-1}) + M_n - M_{n-1}\} \{(W_1 - W_0)/W_0\}$$

where

V_m = Variation in price of materials [i.e. increase or decrease in the amount in rupees to be reimbursed or recovered]

R_n = Gross value of work done [Excluding advance on materials at site upto the period under reckoning]

R_{n-1} = Gross value of work done [Excluding advance on materials at site considered in the bill prior to the period under reckoning]

W₁ = Average all India Wholesale Price Index for all commodities (Base =100), 2004-05 for the period under reckoning as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce [<http://eaindustry.nic.in>]. for the period of the Bill under consideration.

W₀ = All India Wholesale Price Index for all commodities on the last date for submission of tender [including extended date if any]

M_{n-1} = Advance against materials at site above considered in the bill prior to the period under reckoning.

The adjustment on material is worked out on the basis that material component in the building construction work is 60% of the value of work done, the rest being labour and profit. But in the initial stages of construction work, it might so happen that the cost of materials used exceeds 60% which is taken as an average and therefore adjustment gets worked out on negative side even though the economic index might have gone up. In such cases, the negative adjustment shall also have to be made in the bill.

M_n = Advance against materials at site [other than covered under above) considered in the bill under reckoning

(iii) Reimbursement / Refund on variation in prices of fuel

Fuel cost component for the contract as a whole shall be taken KP% of the value of the work executed under the contract. Value of KP is given here below:

$$V_F = \left[\frac{1.5 \times (R_n - R_{n-1})}{100} \right] \times \left[\frac{(F_1 - F_0)}{F_0} \right] \text{ Where}$$

V_F = Variation in prices of fuel to be adjusted

F_1 = Whole sale price index for sub group for fuel & power [base 2004-05 = 100] published by economic adviser to Government of India.

F_0 = As for F_1 but the index as on the last due date for receipt of tenders

(iv) Reimbursement / Refund on variation in prices of Labour

$$V_L = \left[\frac{20 \times (R_n - R_{n-1})}{100} \right] \times \left[\frac{(L_1 - L_0)}{L_0} \right]$$

V_L = Variation in price of labour i.e. increase or decreases in the amount in rupees to be reimbursed or recovered

L_1 = Average all India Consumer Price Index Numbers for Workers – CPI(IW) [base 2001=100] declared by Labour Bureau, Govt of India for CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS etc. for unskilled adult mazdoor available on website <http://labour.nic.in> under Minimum Wages in Mines and establishment falling under Govt. of India

L_0 = All India consumer price index Numbers for Industrial workers [base 2001= 100) ruling on the last date of submission of tender.

(if the last date of submission of tender is between 1st and 15th of any month, then previous month economic index is considered as L_0 . However, if the last date of submission of tender is between 16th to end of the month, economic index of the same month is considered as L_0)

NOTES:

- a) The contractor shall within the reasonable time of his becoming aware of any alteration to the payment of wages of labour consequent on fixation of minimum wages under any law, statutory rule or order, give written notice thereof, to the EIC stating that the same is given pursuant to this special condition together with all information relating thereto which he may be in a position to supply.
- b) Irrespective of the variation in minimum wages for any category of labour, for the purpose of adjustment under this special condition, the variation in minimum wages fixed under any law, statutory rule or order for an unskilled adult male mazdoor, if any, shall only form the basis.

14.2 PRICE ADJUSTMENT CLAUSE [₹20 Lakh to ₹100 Lakh]: This clause shall be applied for the works costing more than ₹ 20 Lakhs and costing less than ₹ 100.00 Lakhs with completion period of 6 months and above.

(i) The Price Variation for the following materials shall only be reimbursed when there is increase beyond 5% over the base price and [WPI] Wholesale Price Index of respective commodities as listed below,

Commodity	Base Price	RBI WSPI
CEMENT	₹ ----- / MT	All India Whole Sale Price Index for respective commodities on the last date for submission of Tender (including extended date if any)
REINFORCEMENT STEEL	₹ ----- / MT	
STRUCTURAL STEEL	₹ ----- / MT	
BITUMEN (any Grade)	₹ ----- / MT	

Note: The base price shall be the basic material rate as per prevailing SSR (+) applicable fluctuation if any (-) 10% contractor's profit element as on the date of issuance of Tender document.

(ii) The Tender clause shall clearly state that above base prices shall be applicable only to the particular contract and not to be considered for any other purpose whatsoever except for calculating the price variation. The base prices indicated above are inclusive of all the statutory taxes, freight, loading and unloading.

(iii) In case of any variation in base price and the average WPI for the period under reckoning of the above commodities exceeds 5% of the base price and WPI, the variation upto + 5% shall be borne by the contractor and the variation over and above 5% only be reimbursed by HAL.

However, the variation above 5% in base price or WPI shall be reimbursed with reference to RBI Wholesale Price Index of the respective commodity or the market price whichever is lower.

(iv) This reimbursement shall be paid only for the materials actually consumed in the work at site or theoretical consumption required for the work whichever is less.

(v) No reimbursement on price variation shall be made for the work done after the scheduled date of completion. However, if the extension of time is granted without any LD for the reasons attributable to force majeure or to the company the price variation over and above 5% will be reimbursed based on the base price and WPI of respective commodity prevailed on the scheduled date of completion. In case, the base price / WPI becomes lower during extended period than the base price / WPI at the scheduled date of completion, the lower will only be considered for reimbursement.

(vi) The Contactor shall produce necessary documentary proof like bills / cash memo / vouchers in original for the purchase of materials listed above along with PP form in case of works inside the factory premises. It is to be noted that the rate mentioned in the cash memo of the purchased materials [FOR at site of work, HAL] shall be inclusive of statutory taxes, freight etc. The authenticity of bills / cash memo / vouchers are to be confirmed and certified by the Engineer-in-charge before recommending for price reimbursement.

GENERAL CONTRACT ADMINISTRATION

15.1 MOBILISATION ADVANCE

- 15.1.1** In cases of works valuing ₹.100 Lakhs and above, the contract terms may provide for payment of mobilisation advance. It should be expressly stated in the NIT/bid document with amount of mobilisation advance, rate of interest and submission of BG of equivalent amount (Format of BG at **Annexure – P**). The quantum of advance may be regulated as under: -
- (a) 75% of purchase price of new machinery for plant and equipment specifically acquired for the work and brought to site, against production of documents in support thereof and subject to the condition that the Engineer-in-Charge considers the price as reasonable and that plant and equipment are necessary for the works. The advance against plant and equipment shall not exceed 6% of the contract sum
 - (b) A lump sum advance not exceeding 4% of the contract sum
- 15.1.2** Total sum of (a) and (b) above to be given as advance shall not exceed 10% of the contract sum
- 15.1.3** Mobilisation advance will be paid in two equal instalments, the 1st instalment within 30 days of signing the acceptance letter and production of Bank Guarantee. The 2nd instalment will be paid after the Engineer-in-Charge certifies that
- (a) Sufficient Mobilisation has taken place.
 - (b) Work upto 10% of the contract value has been executed
- 15.1.4** The Bank Guarantee given by the Tenderer / Contractor should be got verified from the issuing Bank.
- 15.1.5** Timely action for revalidation / encashment of Bank Guarantees shall be done to protect Company's interest.
- 15.1.6** Provision of mobilization advance shall essentially be need-based. However, the decision to extend mobilization advance shall be taken with the due approval of Divisional GM as per authorization given by the Board of Directors.
- 15.1.7** The condition of mobilization advance against Bank Guarantee, applicable rate of interest, recovery schedule, penal rate of interest in the event of delay in recovery / refund etc shall be clearly stipulated in the tender document.
- 15.1.8** The recovery of mobilization advance shall be within a prescribed time schedule and shall not be linked to progress of work. This would ensure that even if the contractor is not executing the work or executing it at a slow pace, recovery of advance could commence and scope for misuse of such advance could be reduced.
- 15.1.9** The mobilization advance shall bear interest at SBI Prime Lending Rate (PLR) of interest as prevailing on the last date of tender submission. This shall be recovered by HAL from the contractor together with the recovery of principal as and when it falls due as stipulated.
- 15.1.10** The Bank Guarantee etc. taken towards security of "Mobilisation Advance" should be at least 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.
- 15.1.11** The contractor shall furnish the Bank Guarantee in HAL's prescribed format towards mobilization advance, inclusive of interest calculated considering the recovery schedule. However, part ' Bank Guarantees' (BGs) against the mobilization advance can be taken in as many numbers as the proposed recovery installments and should be equivalent to the amount of each installment. This would ensure that at any point of time even if the contractor's money on account of work done is not available with the organization, recovery of such advance could be ensured by en-cashing the BG for the work supposed to be completed within a particular period of time.

- 15.1.12 Any delay in recovery / refund of mobilization advance beyond stipulated period shall attract penal interest at 4% over and above SBI PLR as considered above is payable by the contractor to HAL.
- 15.1.13 In case of 'Machinery and Equipment advance', insurance and hypothecation to the employer should be ensured.
- 15.1.14 Utilization certificate from the contractor for the mobilization advance should be obtained. Mobilization advance should be given in installments and subsequent installments should be released after getting satisfactory utilization certificate from the contractor for the earlier installment.
- 15.1.15 The rate of interest / penal interest shall undergo a change depending upon change in prime lending rate.
- 15.1.16 The Bank Guarantees shall be valid up to the stipulated period of recovery / refund plus sixty days. The bank guarantee will be discharged on recovery of entire mobilization advance together with interest thereon.
- 15.1.17 A clause in the tender document and the contract of cases providing for interest free mobilization advance" may be stipulated that if the contract is terminated due to default of the contractor, the Mobilisation Advance would be deemed as interest bearing advance at an interest rate of% [to be stipulated depending on the prevailing rate at the time of issue of NIT] to be compounded quarterly.

15.2 FORECLOSURE OF CONTRACTS

- 15.2.1 The tender documents should provide a clause to the effect that if any time after acceptance of the tender HAL decides to abandon or reduce the scope of work for any reason whatsoever and hence not require 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 contractor. The compensation, if any payable for such foreclosure of work will be discussed mutually between HAL and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage 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 contractor's materials or any part thereof, either brought to the site or for which the Contractor is legally bound to accept the delivery from the suppliers.
- 15.2.2 The amount of compensation payable to the contractor due to foreclosure will be decided by the authority one level above the authority competent to award the contract. However in cases where Chairman and above is the approving authority, Chairman will be competent to approve the amount of compensation.

15.3 TERMINATION OF CONTRACTS

- 15.3.1 The tender documents should provide a clause to the effect that the contract could be terminated by HAL, if the contractor
 - a) Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in that state after a reasonable notice from Engineer-in-Charge [EIC].
 - b) In the opinion of the EIC at any time, whether before or after extended date for completion, the contractor makes a default in proceeding with the work with due diligence and continues in that state even after a reasonable notice from EIC or
 - c) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued thereunder or, fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion or fail to achieve the progress as set out.

- 15.3.2** 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 complete the work at the Contractor's risk and cost.
- 15.3.3** If the cost of completion as invited exceeds the money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by Accepting Officer, or recovered from the payment due to him from any other contract under the Division / other Divisions of HAL or the same shall be recovered from the contractor by legal means. If the cost of completion as invited is less than the money due to the contractor same will not be refunded.
- 15.3.4** In case HAL completes the work or any part thereof under provisions of this condition the cost of such completion is to be taken into account in determining the excess cost to be charged to the contractor, such charges under this condition shall consist of the cost of materials purchased/and/or labour provided by HAL with an addition of such percentage to cover supervision charges and establishment charges as may be decided by the Accepting Officer whose decision shall be final and binding.
- 15.3.5** The EIC shall issue numerous letters to the contractor regarding slow progress / non commencement of work and the Final Notice shall then be issued by EIC before proposal for cancellation of the work is put up and approved by the Accepting Officer. While putting up the proposal for termination it shall also be recommended that the defaulting Contractor be debarred from quoting for HAL works for a period of Two Years from date of termination. On approval of cancellation, letter shall be issued by AGM / DGM / CM (W) or head of Works Engg. Department on behalf of the Accepting Officer.
- 15.3.6** **TERMINATION OF CONTRACT FOR DEATH:**
Without prejudice to any of the rights or remedies under the contract, if the Contractor dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Contractor. HAL shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.
- 15.3.7** In case of termination of contract, re-tendering is to be resorted to.

15.4 **DEFECT LIABILITY PERIOD**

- 15.4.1** Normally the defect liability period shall be one year. However for works pertaining to bituminous surfacing (Roads & Aerodrome works), water proofing treatment & anti-termite treatment will have the longer maintenance period up to 3 years, 5 years and 10 years respectively including the normal defect liability period. During this period the contractor will be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. This should be made clear in the tender documents. A guarantee on stamp paper of prescribed value shall be obtained from the contractor along with the final bill for special nature works.
- 15.4.2** As soon as any defects in the work come to the notice, the Engineer-in-Charge should request the contractor, in writing, to rectify the defects noticed and inform him that in case he fails to do so within a reasonable time as decided by ATA, HAL should proceed at his risk & cost and get the work completed. The cost incurred by HAL should be recovered from the defaulting contractor from the Defect Liability Deposit or if the money to be recovered is higher than the DLD, then from any amount due to contractor from any other contract in HAL or any other means.

15.5 DEFECT LIABILITY DEPOSIT

15.5.1 5% of bill value shall be recovered from RARs as a part of Security deposit and same will be treated as defect liability deposit. 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 are no dues outstanding against the Contractor and that the defects noticed during the maintenance period have been rectified.

A certificate to this effect will be furnished by the Engineer-in-Charge of the work / Head of the department. No deposit will be recovered for work on routine maintenance services, Term contract works & AMC except in special cases where maintenance period is essential and specifically stipulated in the contract, i.e., tarfelting, water proofing etc.

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

15.5.3 Before refunding the Defect liability Deposit, 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 he has no further claims against HAL.

15.6 DEVIATIONS

15.6.1 Sometime situations may arise where deviations have to be ordered on an existing contractor to cater for changes required while the work is in progress, either due to technical requirements or due to user's demands. In such situations, it may also be advantageous to HAL to order on the existing contractor, a few items of works not originally included in the tender. Where the item of work thus ordered is contingent upon the work already entrusted to the contractor, the same shall be ordered as a 'Deviation' to the contract. Deviation orders within the limits prescribed in the contract, are binding on the contractor. All deviations should be for the completion of the originally intended work, and shall not be to cater to any other new work.

15.6.2 The deviation orders are of two types: -
a) Lumpsum deviation orders and
b) Measurement deviation orders

15.6.3 Lumpsum deviation orders are those where the addition or deletion of an item of work will be accompanied by a lumpsum increase/ decrease of the contract sum without involving further measurement.

15.6.4 A measurement deviation order is one in which the effect on the contracted sum will be determined by actual measurement of the work involved. Measurements in respect of such work will be recorded in the measurement book and the effect of each such deviation order will be shown in the abstract of quantities attached to the final bill.

15.6.5 The following deviation percentage may be included in the contracts:-

- a) Lumpsum contracts, based on drawings and specifications (also Design & Execution contracts) **(+/-)10%**
- b) All other contracts
 - (i) below ₹ 50.00 Lakhs **(+/-)20%** and
 - (ii) above ₹ 50.00 Lakhs **(+/-) 10%**.

- 15.6.6** Ordering of deviations is also subject to the following conditions:-
- a) Deviations ordered in respect of quantities in individual items shall not exceed **(+/-) 50%** of the quantity of that individual item
 - b) The value of additions of items of Non Tendered Items not already in the contract shall not exceed **50% of the deviation limit prescribed in contract**. These items will be called Non Tendered Items and the rates for the same will be approved by ATA with financial concurrence. However, the total value of work including deviation and Non- tendered items shall not exceed the prescribed deviation limit.
- 15.6.7** A suitable provision to the above effect should be made in the tender documents.
- 15.6.8** The ATA may approve the variation in quantities up to +/- 50 % for individual items and +/- 10% / 20% of the total contract value as applicable with financial concurrence within the available budget. Deviations during the execution beyond the limit shall be approved by the GM up to the stage of Pre-Final payment within the available budget. It is necessary to obtain CFA's approval for the Final D.O.
- 15.6.9** All Deviation orders will be technically sanctioned before they are ordered on the contractor. The technical sanction will also cover the rates for items not included in the contract. All deviation orders will be signed by the Contractor for their acceptance.
- 15.6.10** Ordering of work on contractor beyond the total deviation limit will have to be through an amendment to the contract agreement [**Annexure-U1**].
- 15.6.11** The price adjustment/ escalation amount shall not be considered as part of deviation. However, the amount will be reflected in DOs for sanction of amount for payment

15.7 AMENDMENTS:

- 15.7.1** Where an item of work which is altogether new or is not contingent upon the work already entrusted to the contractor, or is likely to affect the scope of the contract substantially, is proposed to ordered on the contractor, the same should be ordered through an "amendment" to the contract. On approval of Deviation for amendment shall be communicated to the Agency / concerned department by an authorized officer.
- 15.7.2** An officer who is competent to conclude a contract is also competent to amend the same, provided that the total value of the contract as amended falls within the powers of the officer to accept the contract. However, amendment to contracts for the following requires approval of the authorities indicated below:
- i) Where the amendment seeks to increase the rates in the existing contract accepted by General Manager prior approval of Managing Director should be obtained. In case of contracts accepted by Managing Director / Chairman and above, prior approval of Chairman should be taken.
- 15.7.3** In order to avoid disputes, it is essential that :
- i) All deviation orders / amendments issued to contractors are reduced to writing; and
 - ii) The rates for the work so ordered are communicated to the contractor at the time of deviation is ordered.
- 15.7.4** **For Service works contracts:** Amendment shall be for any increase in the minimum wages as notified by statutory authority viz. Labour Commissioner will be borne by HAL along with ESI, EPF, EDLI as applicable, financing cost as authorized on increased amount arising out of the revision of minimum wages will be paid to the contractor towards the service charges on increased wages. This will be paid on production of necessary vouchers / records and after approval of Management. The Contractor shall be exempted from the Retention Money and Security Deposit on additional contract value arising out of wage increase. The contractor shall pay wages not less than the stipulated wages for the personnel engaged. The contractor shall be liable to pay E.S.I, E.P.F, EDLI etc. [The percentage of financing cost shall be the prevailing leading banks prime lending rate as approved by the Divisional / Complex finance]

15.8 PRICING OF DEVIATIONS

15.8.1 Deviations are to be priced in accordance with the conditions of the contract. Those provide for the following order of precedence for pricing:-

- a) Deviations will be priced at Schedule A [Bill of Quantities] rates where the item is already included in Schedule A [Bill of Quantities]
- b) In respect of items not included in Schedule – A but where similar items are found in Schedule – A, at rates derived from the rates directly from Schedule – ‘A’ items where such a direct derivation is possible. If the Schedule ‘A’ rate is an HFR rate derivation will not be done from that rate and the other methods of pricing as detailed below shall be followed.
 - i. Where the rate cannot directly be derived from schedule ‘A’, the same will be worked out with reference to schedule A and standard schedule of rates on Pro Rata Basis with percentage of application and above the same. Here also if the schedule rates are HFR rates, the same shall not be used for derivation.
 - ii. Where the above alternatives are not possible, the rate will be taken/ derived from Standard Schedule of rates and increased/ decreased by the Contractor’s percentage [Tender Percentage] for pricing of deviations as inserted in the contract. The contractor’s percentage worked out based on HAL estimate shall be intimated to the contractor when Acceptance / work order is issued.
 - iii) Non Tendered Items shall not be derived from Freak Rates.
 - iv) Where it is not possible to derive the rate from the SSR i.e. the item is not available in SSR, the same will be based on the material cost to the contractor, which will include taxes if any etc., plus a profit of 10%. In this case contractor has to produce satisfactory evidence in the form of cash vouchers as proof of expenditure. The material cost shall be based on cash vouchers and derivation for labour and other factors shall be done to arrive at the total cost. In such cases the EIC will make a thorough analysis of the rate payable to the contractor based on Engineering norms such as CPWD / MES / NBO and after satisfying himself of the reasonableness of the rate, shall give a certificate that “The Rate is checked for its Reasonableness”. The NTI rate should be checked & concurred by the finance to obtain ATA approval.
 - v) It shall be ensured by the Engineer-in-Charge that the deviations / amendments do not result in change in tender priorities. However, in case the same is inescapable in the interest of completion of intended work, the work shall be executed and the fact of change in tender priority shall be categorically stated with justification thereof while seeking approval for deviation.

15.9 EXTENSION OF TIME

15.9.1 Time is the essence of contract. The contractor’s quotation depends upon the time allowed for completion of work. The conditions under which the contractors are entitled for extension of time are enumerated in the contract. Engineering officers should take all steps to ensure that the obligations devolving on HAL are discharged without delay so that the Contractors do not ask for extension of time. Conversely, HAL should not undertake responsibility which it cannot discharge such as issue of stores / tools and plant etc., not available not likely to be available with HAL. As soon as possible after the contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the conditions stated in the contract documents for completion of items of work.

15.9.2 It is essential to accord priority to the post contract follow-up for execution of works. The time extension shall be granted only on bonafide requests and not in a routine and casual manner. After expiry of the contract period, the Company shall refrain from exchanging correspondence with the Contractor. For any delays on the part of the Contractor in completing the contract the liquidated damages clause shall be invoked. In case more than one Contractor are engaged on a project and delay occurs, the case shall be analysed in a total perspective and the agencies responsible for the delay, including the Consultants shall be appropriately penalized.

15.9.3 Extension of time for service / term contracts: It is necessary to analyse the extension of contracts in an exhaustive manner by taking into account the aspects of the transparency in contract administration, cost effectiveness and also minimizing statutory liability of the company on labour oriented contracts. Following shall be adhered to while handling extension of contracts:-

- a) The period of contract must be explicitly specified for a definite period in the contract for one year or two year as the case may be.
- b) Provision of clauses such as “extendable by another year by mutual agreement” should not be included in the contract.
- c) Tendering for fresh contract should be taken up by the competent authority well in advance as per the time frame required for notification and finalisation of the tenders as per procedures laid down which shall be minimum three months prior to the termination of the current contract.
- d) However, there can be certain unavoidable circumstances, wherein the competent authority feels that the extension of a particular contract will be financially beneficial to the company and decides to extend the contract, in such cases which should be exception rather than a routine, the initiating authority in his note shall make a speaking order giving very clearly the financial advantages the company shall have by way of extension and a certificate to the effect that “There is no financial loss to the company on account of extension of time upto” Shall form part of the approval note, initiated by the concerned department duly approved by the competent authority **with** financial concurrence. Similarly due to circumstance not expected or unforeseen such as re-tendering etc. and continuance of the contract is essential , the contract may be extended to further period of time required for completing the administrative action in concluding the tender. While initiating the proposal for such extension, the reasons shall be recorded.

15.9.4 Head of the Division is the competent authority to accord Extension of Time beyond period stipulated for execution of contract with/without penalty in respect of contracts approved by MD/Chairman/Procurement Sub-committee.

15.9.5 The powers to grant extension of time and the decision to impose LD if any for delay in execution shall rest with concerned Head of the Division based on the recommendation of ATA **with** financial concurrence irrespective of CFA. In case LD is imposed, the waiver of the same shall be as per DOP.

15.10 FORCE MAJEURE CLAUSE

15.10.1 Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoil, strikes (has not limited to be establishment of the seller), sabotage, explosions, and quarantine restrictions beyond the control of the either party.

15.10.2 Force majeure clause may not be included suo-moto in the contracts forwarded to the Contractor. However when the Contractor insists for inclusion of such a clause the case should be examined in the light of CVC observations.

15.10.3 In case where it is decided to include a force majeure clause in the contract, the clause as per standard format, at **annexure R**.

CHAPTER – 16
MEASUREMENTS AND BILLS

16.1 MEASUREMENTS & MEASUREMENT BOOKS

- 16.1.1** All Measurements should be as per relevant IS Codes.
- 16.1.2** The payments to Contractors for the work done or other services rendered are made on the basis of measurement recorded in the Measurement Book.
- 16.1.3** The measurement book is the basis of all accounts of quantities of work done by Contractor. It should be so written that the transactions are readily traceable.
- 16.1.4** All measurement books should be numbered serially. A register should be maintained showing the serial number of each book, the date of issue, name of the Officer to whom the measurement book is issued.
- 16.1.5** Each set of measurements to be recorded should commence with entries stating:-
- a) RAR No / Final Bill
 - b) Name of Work and Location
 - c) Name of Contractor
 - d) Contract No. and Value of contract
 - e) Plant Order No.
 - f) Scheduled Date of commencement of work
 - g) Scheduled Date of completion of work
 - h) Extension of Time if any:
 - i) Status of work :
 - j) Date of recording measurement
 - k) Reference to previous measurements
- 16.1.6** The measurement shall be recorded stage wise, however the works to be concealed / covered shall be measured before it is concealed/covered. And items of work which are required to be dismantled / demolished shall be measured prior to dismantling/demolition.
- 16.1.7** Details of quantities, rate and amount for each item for every bill should be entered in the measurement book in a tabular form.
- 16.1.8** For recording measurements and for preparing abstract, the BOQ item No. shall be given neatly, with the description of the item in brief.

Sl. No.	BOQ Item No.	Description of work	Up to date Measurement (Cumulative)			Previous Measurement		Present Measurement	
			Qty.	Rate	Amount	Qty.	Amount	Qty.	Amount
1	2	3	4	5	6	7	8	9	10

- 16.1.9** In case of NTI's not covered in the BOQ, the full nomenclature shall be reproduced in the M.B and bill form.
- 16.1.10** The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement bill and also in the bill form for final bills. However the full specification shall be made in case of Non- tendered items in the deviation statements.

- 16.1.11** All measurements should be recorded neatly in the M.B. The signature of the Contractor or his authorized representative should be obtained in the measurement book for each set of measurements.
- 16.1.12** The measurements shall be recorded in ink. No entry shall be erased or overwritten. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections; the correction thus made shall be initialled and dated by Officer recording / checking measurement and the contractor or his authorised representative.
- 16.1.13** The person recording the measurements should close each set of measurements with the certificate that "Measurements in page No _____ to _____ are taken jointly and recorded by me" over his full signature with date. Similarly the contractor shall also give a certificate that "The measurements in page No _____ to _____ have been taken jointly and accepted by me ". With dated signature
- 16.1.14** In case of major works costing more than ₹ 50 Lakhs with the approval of ATA, the measurements may be recorded with the help of computer subject to the maintenance of proper site record for taking measurements at site. However, these measurement books for each RA bill shall be neatly bound with proper page number with due certification of Engineer-in-Charge. Each page of the measurement book shall be signed by EIC / Representative and Contractor / Authorised Representative for authenticity including certification of measurements as done in regular measurement books. In this case the page numbers should appear in each page serially as well as the total pages of MB.
- 16.1.15** The pages of the MB's should be machine numbered. Entries should be recorded continuously and no blank page left or tom out. Any page or space left blank inadvertently should be cancelled by diagonal lines, the cancellation being attested and dated.
- 16.1.16** When any measurements are cancelled/corrected/disallowed that must be endorsed by the Officer ordering the cancellation with dated signature or reference to his orders shall be endorsed by the officer who has recorded the measurements with dated signature. The reasons for cancellation is also be recorded.
- 16.1.17** Measurement shall be recorded by an officer not less than Grade I. In case of non availability of specified officers in the Division / Office, the Head of Engineering Department will have powers to nominate alternative qualified technical staff from the department to record the measurement.
- 16.1.18** The hidden measurement should be recorded during the progress of work and duly certified by the site-in-charge.
- 16.2** **Test Check Of Measurements:** The measurements recorded will be subject to a test check at site of minimum 10% value of each RAR by Engineer-in-Charge & not less than 5% value of each RAR by Office-in-charge. Random check at their discretion may be carried out by HOD/ officer to whom officer-in-charge/E-I-C reports. A certificate to the effect that the test checks have been carried out wherever initialled will be recorded by the Engineer-in-Charge & Officer-in-charge at the end of each bill in the relevant measurement book and also in the Final bills. A certificate will also be given by EIC to the effect that work has been executed satisfactorily as per contract specifications and countersigned by OIC [Sr. Mgr [W] / Chief Manager [W]] at the end of each bill in measurement books as well as bill copies.
- 16.2.1** A statement of test check of measurements by the appropriate authority in the measurement book should be attached with each running bill / final bill to facilitate check as per the standard format.
- NOTE:-** In case of non – availability of specified officers in the Division, General Manager of the Division will have powers to nominate alternative officer from the department, to test check the measurements.

16.3 CUSTODY OF THE CONTRACT & MEASUREMENT BOOKS

- 16.3.1** As soon as contract is signed the original tender documents including blank tenders, agreement, bank guarantees if any and a certified copy thereof will be forwarded to Finance for safe custody. The Engineering Department will also keep a copy of the contracts for its own use.
- 16.3.2** When a measurement book is lost an immediate report of the facts of the case together with the explanation of the all parties concerned responsible for the loss should be made promptly to the Head of the department. It is also necessary that the measurements in the lost MB should be re-constructed at the earliest.

16.4 RUNNING ACCOUNT REMITTANCE (RAR) BILLS

- 16.4.1** RAR payments will be made at intervals not less than a week subject to maximum of two bills in a month to expedite the progress of work. On submission of RAR by contractor to the EIC, the 75% of the bill value shall be released within TWO working days after Technical scrutiny and certification by EIC and recommended by Head of the Department. The balance 25% shall be released after detailed scrutiny by finance department within a week.
- 16.4.2** Payment of RAR up to 100% value of work completed shall be made on the Engineer-in-charge certifying that the Contractor is entitled for such payment taking into consideration:-
- (a) Value of work executed after deducting there from the amount already paid.
- 16.4.3** Payment in respect of work done will be based on certificate from Engineer-in-charge (*not lower than Dy. Manager*) as to the value of work done. This certificate should be supported by a bill from the contractor indicating the quantities of work done and rates adopted. The quantities billed shall be as per the measurements recorded in the MB and the MB shall accompany each bill.
- 16.4.4** The items ordered as deviation, either due to variation in quantity or due to inclusion of non-tendered item for this purpose the EIC will submit "Deviation for Approval in principle" as per **Annexure Q** to the head of the department on approval of which 75% of value will be admitted for payment along with RAR without financial concurrence. The balance 25% will be released on approval of the Final Deviation Order with finance concurrence.
- 16.4.5** The item of work partially executed / being executed shall be admitted for payment in RAR as per the certification of EIC. The statement showing rate analysis how part rates are derived is to be enclosed along with bill. A register shall be maintained for this purpose at site.
- 16.4.6** While making running account payments, following deductions shall be made:-
- a) All previous running accounts payments
 - b) Cost of stores issued by HAL if any
 - c) Charges for electricity and water supplied by HAL
 - d) Balance mobilisation advance with interest recoverable from the Contractor, if any; and
 - e) Any other dues recoverable by HAL from the Contractor under the present or any other contract.
 - f) Penalties/compensation if any due to non compliance of statutory provisions

16.5 PRE-FINAL BILL:

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

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

16.6 FINAL BILL

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

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

16.6.2 Before submission of the final bill, the contractor should sign a 'no claim certificate' at **Anneuxre-I**, indicating that he has no claim against the company under the contract in question except as included in the final bill.

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

- (a) The Engineer In Charge may processes the bill further and the contractor shall be asked to sign the no claim certificate before forwarding the same to accounts department.
- (b) If the contractor is still not attending, the bill may be processed ex- parte with due intimation to the contractor that no further claim will be entertained on the subject bill thereafter. The Engineer In Charge shall ensure that all recoveries including defect liability deposits etc. have been made from the bill as per the terms of contract.

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

- 16.6.5** Where either the contractor has not fully utilized the stores issued for incorporation in the work or where the quantities used are less than those theoretically required resulting in work being below specifications, Sr Manager / Chief Manager will personally examine the case to see what action should be taken against the Contractor. Acceptance criteria for under utilization / excess utilization of stores, issued by department shall be stipulated in the tender conditions.
- 16.6.6** The final bill duly signed by the Engineer-in-Charge will be submitted to ATA for his approval before forwarding to Accounts Section for arranging payment.
- 16.6.7** At the time of receiving payment of the final bill, the contractor will sign a '**No Claim Certificate**' (*format at Annexure – I*) against HAL stating that they do not have any claim or demand against the subject contract except for the defect liability deposit or any other refundable deposits like EMD for integrity pact etc. If the Contractor does not sign the 'No Claim Certificate', the amount due will not be disbursed to the contractor pending settlement of disputes.

16.7 **MATERIAL ADVANCE:**

- 16.7.1** 75% of the cost of any materials which, in the opinion of the Engineer-in-charge are reasonably required in accordance with the contract and have been brought to site for incorporation in the works and are safeguarded against any loss due to any cause whatsoever, to the satisfaction of the Engineer-in-charge. The material shall be insured against loss due to theft, damage, and other means [Insurance Clause as per tender document]. For the works costing more than ₹ 100 Lakhs, where CAR policy is available no separate insurance is required for advance against material. However, in case of separate electrical and other support services contract, no insurance need be taken till the items are supplied at site. Insurance coverage for the above will be for the duration till the same are commissioned.

Payment in respect of materials collected at site will be authorized only by the Engineer-in-Charge (*of rank not lower than Dy. Manager*) certifying that: -

- (a) Only non-perishable materials are considered for advance
- (b) The stores have physically been brought to site and have not been incorporated in the work.
- (c) The stores are required for the work
- (d) They have been stored satisfactorily and are not likely to deteriorate in stock; and they have been valued at rates not higher than current market rates.

(For the purpose of evaluating the cost of the materials the contractor's bills towards the purchase of the materials will be compared with the derived rate of those materials from the item rates under the contract and 75% of the cost as per the bills or such derived rates whichever is less, will be considered for payment of materials advance.)

- (e) Purchase / Cash vouchers / Proforma of invoices / Test Certificates [*wherever required as decided by EIC*] are to be furnished by the contractor and the cost/value of material checked with respect to accepted rate of contract to ensure reasonable payment and required quality.
- (f) In case the **test certificates** are not produced by the contractor, laboratory test from a Government laboratory will be carried out by the department for all major value material of contract to ensure the quality as per contract specifications/ standards before accepting the item. **The necessary test charges will be borne by contractor.**

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

16.7.3 Advance payment under clause 15.11.2 (B) above shall be fully adjusted while admitting the next RAR payment and fresh advance against materials at site shall be considered against new certificate given by the Engineer-in-charge. While the material advance paid to the contractor is to be fully recovered from the next running bill, fresh material advance could be considered against the un-utilized materials available at site based on the certification by the Engineer-in – charge as per clause.

16.8 **WORK COMPLETION CERTIFICATE**

16.8.1 As soon as the contractor completes the work assigned to him the same will be inspected and if found satisfactory will be taken over by the Engineer-in-charge. A 'completion certificate' will be issued to contractor with a copy to the accounts department showing the following.

- a) Particulars of the work and contract number
- b) The date of work order to commence the work
- c) Date of completion as per original contract agreement
- d) Extension of time, if any, granted
- e) Date on which contractor was required to complete the work
- f) Actual date of completion and taking over by HAL and

(e) If there are very minor defects which can be rectified even after the building has been taken over the defects will be listed out in the completion certificate and the contractor will be asked to rectify the same before the final bill is submitted.

16.8.3 A copy of the "Completion Certificate" should be attached to the final bill (*format at annexure – N*).

ROLES & RESPONSIBILITIES OF OFFICERS

17.1 DEPARTMENTAL HEAD

The senior most professionally qualified officer in the Civil / Electrical Engineering and Plant maintenance department designated by the General Manager shall be the departmental head for their respective departments. In case the Civil / Electrical Engineering department reports to another technical departmental head then also the designated officer shall be reckoned as the departmental head of the Civil / Electrical department. A schematic organisation structure is shown at *annexure S*.

17.2 PLANNING SECTION HEAD:

17.2.1 The co-ordination up to the stage of obtaining administrative approval from the client / user shall be done by Head of Planning Department. The preparation of layout, preliminary working and detail drawings of buildings shall be done by planning in consultation with client / user / consultant [if applicable] civil, electrical, HVAC, and landscaping in-charge. The proposed Engineer-in-charge (EIC) detailed for the work will also be part of the team during Planning. For this purpose, planning head will send the advance copies of drawings to all concerned officials and call for necessary comments or data [like wiring diagrams etc] as the case may be and the detailed working drawings shall be finalized by him taking such comments/ data up to consideration & further mutual discussions if necessary. The planning dept / head will forward all Good for Construction drawings to the project Engineer-in-charge of work for execution and will also provide clarifications whenever required.

17.2.2 In case of works where architectural/structural/planning inputs are not required, the engineer-in-charge of the work will be responsible for the work as a whole including deviations / non-tendered items of work. Co-ordination during the actual execution of work shall be done by the planning head with Engineer-in-charge. A time schedule shall be prepared by planning head for completion of activities for each work leading to obtaining Administrative Approval. In additions, planning department will also keep a track of budget & sanctions, expenditures etc for both Capital & Revenue budgets.

17.2.3 The ATA may appoint a dedicated team for planning and contract works in case of major time bound project works

17.2.4 ACTIVITIES OF PLANNING DEPARTMENT

- Requisition from the client/user
- Discussion with client/user of all their requirements/incorporation of the same and preparation of the preliminary plan
- Preparation of site/soil data including inspection of the site
- Approval of plan by client / user
- Preparation of Preliminary estimate and vetting by Head of planning Dept.
- Preparation of preliminary estimate and indication of funds allocated / budget head etc by the client/user.
- Soil investigation test to be carried out if not done in the vicinity of the proposed area.
- Appointment of consultant [*If required*]
- Preparation and submission of plan to statutory bodies like pollution control board, Inspector of factories and other statutory bodies.
- Approval of plans by above bodies
- Preparation of detailed estimate for main building and all services [*Civil, Electrical & Mechanical*]
- Fixing of completion period for work in consultation with user/client/consultant etc
- Obtaining administrative approval from client/user
- Preparation of schedule for work
- Preparation of as-built drawings in co-ordination with execution team

17.3 CONTRACT SECTION HEAD:

- 17.3.1 Beyond the stage of obtaining Administrative Approval, till the award of work for all activities required for completion of the project/ work, shall be done by Head of contracts. The tendering and awarding of works will be taken up as per procedures laid down in the works manual including vigilance / other guidelines issued from time to time. In addition, contract section will take up the additional works as allotted like concluding of agreements, checking of deviation statements, non-tendered item rates, RAR Bills/Final Bills etc.
- 17.3.2 Here, a time schedule will be prepared by the Head of contracts section for completion of activities leading to award of work.

17.3.3 ACTIVITIES OF CONTRACT SECTION

- Preparation of bill of quantities and specifications
- Preparations of Notice Inviting Tender (NIT) and advertising the same in media concerned.
- Call of tenders and pre-bid meeting [*Wherever required*]
- Receipt of Tenders
- Preparation of CST and tender Proposal
- Negotiations with L1 [*Wherever required*] on approval
- Proposal for award of work and issuance of acceptance letter
- Forwarding Original Tender Documents to Finance Department for safe custody
- Technical Scrutiny of deviations, NTI's and Bills
- Scrutiny of Contract agreement and obtaining legal opinion on Bank Guarantee submitted towards security deposit, mobilisation advance etc., including Bank confirmation.
- Issuance of attested copies and plant orders.

17.4 EXECUTION SECTION

The Civil and Electrical works shall be handled by team of engineers and headed by Chief Manager /Senior Manager as Officer in-charge of the project.

17.4.1 ACTIVITIES OF EXECUTION DEPARTMENT

- Discussion with contractor and obtaining time schedule from contractor
- Fulfilment of contractual obligations like labour license, Security Deposit, Contractor Agreement , Insurance policies, renewals of BG if submitted towards SD and Insurance policies etc.
- Execution of work and contract management
- Quality Control & Assurance
- Safety Measures
- Preparation of Bills /Deviation Statements / Non-Tendered Items
- Co-ordination with Planning Department / consultant in preparation of as built drawings
- Settlement of Accounts including release of DLD
- Obtaining approvals from ATA for the materials if not available in the approved manufacturer's list
- Completion and handing over of Work to the user/client
- Testing and Commissioning of Plant & Machinery

17.4.2 ENGINEER-IN-CHARGE / OFFICER -IN-CHARGE

- (a) Normally the Engineer-in-charge (EIC) shall be an officer not less than **Grade III** and shall be professionally qualified. However the Head of the department may nominate officers in **Grade II** as EIC in case a **Grade-III** officer is not available in the Division or for any other technical consideration. In case of major projects it should be ensured that the EIC is an officer of appropriate seniority with extensive experience in the respective field. For illustration, a project costing ₹ 3 Crores or more, the EIC should be an officer not less than **Grade IV/V**.

- (b) The Engineer-in-charge shall be nominated by the **Officer in-charge**. The Engineer-in-charge shall be of appropriate seniority and will be responsible for supervising and administering the contract and the work, certifying the payments due to the contractor, valuing variations to the contract, recommending extension of time and valuing compensation events. The Engineer-in-charge may further nominate his representative(s), Site In-charge (SIC) and notify to the contractor. The SIC shall be directly responsible for supervising the work being executed at site on his behalf under the delegation of powers. However overall responsibility, as far as the work is concerned will be vested with the Engineer-in-charge & Officer-in-charge.
- (c) The duties of the representative of the Engineer-in-charge are to watch and carry out extensive supervision of the works and to test and examine any materials to be used and workmanship employed in connection work. He shall have no authority to order any work involving extra payment by the company or to make any variation in the work without prior approval of the Engineer-in-charge.
- (d) The Engineer-in-charge may from time to time delegate to his representative any of the powers/ authority vested in the Engineer-in-charge. Any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the company as though it had been given by the Engineer-in-charge.
- (e) Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to review such work or materials and to reject the same, order the pulling down, removal or breaking up thereof.
- (f) If the contractor is dissatisfied with any decision of the representative of the Engineer-in-charge, shall be entitled to refer the matter to the Engineer-in-charge, who shall there upon confirm, reverse or vary such decision.

17.5 CHIEF MANAGER / SENIOR MANAGER (Chief Engineer / Deputy Chief Engineer)
 Shall be responsible for the following :-

- a. All Pre-award and post award activities of the contracts.
- b. Engineer-in-Charge for MAJOR works and shall supervise overall and administer the Contractor / Consultant and any other agencies engaged by the department, valuing variation in the contract such as Non Tendered Item rates and recommending extension of time / revoking liquidated damages.
- c. Shall administer the contract as Engineer-in-Charge and shall be overall responsible for the works carried out at all stages including Planning, Tendering, Execution of timely completion of work by adhering to requirement of all applicable standards to ensure quality, economical and structurally sound construction / functional installation.
- d. Technical sanction of estimates prepared by the department as well as those prepared by the Consultant / Architect.
- e. Authorise hindrances in the "Hindrance Register".
- f. Shall ensure good conduct of all sub-ordinate / Engineers / Staff and self, to see that none are financially interested directly or indirectly in consideration / execution of any scheme or contract, which comes before them in the normal course of their duties. In case where such situation is likely to arise, it shall be informed to the Management immediately for action as per HAL conduct and disciplinary rules.
- g. Shall issue notices to the Contractor as per the agreement.
- h. Shall issue site orders in the Site Order Book.
- i. Periodically check, verify and endorse all site records
- j. The inspection of Chief Manager / Senior Manager is not to be confined only to issues concerning progress, coordination etc., Chief Manager / Senior Managers are required to inspect the site to check quality of work etc., Inspection note is to be issued invariably for each inspection carried out by the above Officers. An inspection register is to be maintained at site through internal memo to the Officer-in-Charge of the work and inspection notes are to be entered in these registers. Chief Manager / Senior Manager must review the inspection notes on subsequent visit to ensure its compliance.

17.6

MANAGERS/ DEPUTY MANAGERS (Superintending Engineer/ Executive Engineer) :-

The Officer shall be responsible for the specific task / works which shall form their basic duties, besides any other tasks / assignment given by the controlling officer / superiors:-

- a) All works proposals related to planning including tendering & contract finalisation.
- b) Supervision and execution of works to ensure quality as per terms of the contract and ensure that the work carried out is structurally sound, economical and free from any defects.
- c) Certify payments to the Contractors as per the contract terms and recommend rates for Non Tendered Items by ensuring that the rates are reasonable and not higher than the market rate.
- d) Check the entire consultancy services rendered by the Consultant for its economy, structural soundness and conformity to standards / statutory provisions and submit for approval of Senior Manager / Chief Manager.
- e) Ensuring that samples of building materials used in construction, workmanship, finishes and fittings are approved by the competent authority and their display and state custody at site are arranged. Taking samples of material/ work.
- f) Ensuring that the Contractor has taken the requisite insurance policies to cover workmen under the workmen's compensation act and third parties liability as per the contract. The policies should be effective from the date of commencement unless otherwise approved by the competent authority.
- g) To take charge of objects of value and antiquity found on site or in excavations, immediately after their discovery, to hold them in safe custody and to hand them over to the competent authority of the company for further action.
- h) To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimensions shown on drawings is attained in the construction.
- i) To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are effected from Contractors running account bills.
- j) To receive running account bills from the Contractor and to forward them after checking to the competent authority with his comments and recommendations and accompanied by all supporting documents.
- k) To submit to the competent authority the progress report, in required form, monthly, so also statements of cement and steel.
- l) To watch that the concerned contract does not lapse for want of extension of time, where extension of time is justified to keep it alive and in operation.
- m) To ensure the progress on every contract in accordance with the appropriate stage of its time and progress chart.
- n) To prevent Contractor from proceeding with any work of extra / deviated items without approval of competent authority.
- o) To receive the final bill from the Contractor, to check it, and forward it with his comments and recommendations to the competent authority with all the supporting documents duly attached, expeditiously so that payment can be made.
- p) Check, verify and endorse the hindrances in the hindrance register for approval of Senior Manager / Chief Manager.
- q) Issue site orders in the site order book.
- r) Issue notices to contractors

17.7 ENGINEER / ASSISTANT ENGINEER:-

17.7.1 The Officer shall be responsible for the following specific tasks / works, which shall form their basic duties, besides any other task assigned by the controlling officers / superiors:-

- a) Check the estimates, drawings, prepare proposals of work, measurements, bills prepared by the supervisors for correctness and acceptability as per standards, specifications and contract terms preparation / checking any other document required in connection with the work at planning as well as tendering and execution of works including maintenance works, departmental / through contracts.
- b) Supervise the execution of work as per specification and drawings, terms of the contract to ensure quality, structural soundness and economical construction including adherence of all contractual requirement by the Contractor. Taking samples of material/ work.
- c) Taking physical measurements with superiors, recording of measurement in the measurement book and preparation of running / final bills and all related document connected with the contract.
- d) Maintaining/ checking of all site registers / site records including hindrance register.
- e) In case Assistant Engineer / Engineer is the Engineer-in-Charge, he will also carry out the duties of Engineer-in-Charge.
- f) Maintaining / Checking of Registers

17.8 SUPERVISORS:- Employees in the scale group C to S10 and qualified in the appropriate field of Engineering shall be responsible for following activities:-

- a) Carryout all instructions of the superiors under whom they are posted as subordinates for the related tasks / works assigned to the department with full devotion, to achieve satisfactory results acceptable to the superiors and in related activities of the department connected with Project works / Minor works and all types of Maintenance work.
- b) Prepare documents / drawings, estimates, drafting of specifications, terms and conditions as assigned by the controlling officers.
- c) Taking physical measurements of works carried out and shall stand responsible for the correctness of the measurement taken and recording of measurement in the measurement book and preparation of running / final bills and all related document connected with the contract as and when authorized.
- d) Supervision of execution of works to ensure conformity to the contract terms / instructions to Engineer-in-Charge.
- e) Checking layouts / structures / reinforcements / shuttering with drawings and ensuring incorporation of all details as per drawing / instructions of the Engineer-in-Charge and presenting for inspection and clearance of the superior officers.
- f) Controlling materials brought at site by the Contractor as well as issued by the department as per standard registers meant for the purpose and presenting the same for check / inspections by the superiors. Taking samples of material/work.
- g) Making entries in all site records as per the periodicity except hindrance register and providing the same for check / inspection by the superiors.

CHAPTER – 18
SITE MANAGEMENT

18.1 **MANDATORY TESTS**

18.1.1 Mandatory tests on various materials are to be conducted for works costing more than ₹ 50 Lakhs as per the prescribed frequency in the contract document / BIS codes to ensure the quality of materials used in the work. For works costing less than ₹ 50 Lakhs, EIC will decide the tests and frequency of these tests to be conducted. Tests shall also be carried out for the works executed such as concrete work, bituminous carpet, flooring, masonry mortar etc., Test results obtained from outside labs (accredited only) are to be properly recorded in the test registers by giving the reference to the test report. The test results should be compared with the acceptability criteria in the test registers to ensure that the results obtained pass the acceptability criteria. Record of quantity of material brought and tests conducted should also be maintained in the test registers to ensure that tests have been conducted as per prescribed frequency.

- a) On satisfactory report of the test conducted only the materials shall be allowed for incorporation in the work / works.
- b) A list of mandatory tests of materials / work done shall be indicated in the tender conditions depending upon the nature of work.

18.2 **SITE RECORDS**

18.2.1 The Engineer-in-Charge or his representative(s) will maintain a “Site Order Book” for each contract in which he will record all orders on contractor for commencement of work, deviations, stopping of work and the contractor should be required to note these instruction and sign in token thereof. Any objections raised by the contractor should be promptly amended to and resolved without any delay.

18.2.2 The Engineer-in-charge or his representative(s) shall maintain the following Site registers / documents in order to control the quality of works as per relevant specifications and also to ensure passing of materials / works at appropriate stage, as per terms of contract:-

- a) Works Diary for all works
- b) Works passing Register / Material Passing Register for all works
- c) Cement Register / Cement Consumption Register for all works
- d) Steel Register / Steel Consumption Register for all works
- e) Cube Test Register for all works
- f) Site Order Book for all works
- g) Hindrance Register for all works
- h) Material Testing Register for major works
- i) Sample Approval Register for major works
- j) Dismantled Material / Recovered items such as cut trees, rock / stones from the work site Register for major works
- k) Concrete design mix Register for major works
- l) Record of paints, Bitumen, Tar, Anti-termite Chemical etc., Register for all works
- m) Inspection Register for major works
- n) Bills register [showing bill submission date, bill details and passed amount for running bills / material advance bills] for major works
- o) Final bill register for major works

18.3 **QUALITY IN EXECUTION OF WORKS**

- 18.3.1 It shall be the responsibility of all technical persons associated in the work including Supervisors and Executives of the Company to ensure quality in execution of works undertaken departmentally and through the Contractors for ensuring quality in workmanship, material used in the work and satisfactory performance / functioning of the works / services executed.
- 18.3.2 Whenever the work executed by the contractor is not as per the specification but it is incorporated as a substitute item, it shall be reviewed by ATA. In review of ATA, if the item incorporated is technically not acceptable, the contractor has to redo the work at his cost without any claim. In case the work is technically acceptable, appropriate recovery may be effected for not carrying out the work as per specification. However, Supervisors and Executives responsible for execution shall ensure that the work is as per the accepted standards/ norms. In normal course no such deviations shall be encouraged/ entertained.
- 18.3.3 **Design Mix Concrete:** Ref. CVC Circular No.34/10/10 Dtd.7-10-2010 for Designing of Concrete Mix and its acceptance Criteria.

18.4 **INSPECTION OF WORKS :**

- 18.4.1 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.
- 18.4.2 Should the Engineer-in-Charge consider, at any time during the construction or reconstruction or prior to the expiry of the maintenance period, that any work has been executed with unsound imperfect or unskilful 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.
- 18.4.3 In case HAL carried out any work at the risk and expense of the Contractor under the provisions of this condition HAL may do so by any means and agency at their sole discretion and the cost thereof as certified by the Engineer-in-Charge shall be final, binding and conclusive on the parties.

18.5 **APPROVAL OF WORKS BY STAGES:**

- 18.5.1 All works 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 Work / 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.
- 18.5.2 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.

18.6 TECHNICAL EXAMINATIONS AND OVER PAYMENTS / UNDER PAYMENTS

- 18.6.1 The company reserves the right to carry out post-payment audit and technical examination of the Running / Final bill including all supporting vouchers, abstracts, etc., the company further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact the amount of the running / final bill figures in the arbitration award.
- 18.6.2 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company from the contractor or if any underpayment is discovered, the amount shall be duly paid to the contractor by the company.
- 18.6.3 Provided that the aforesaid right of the company to adjust over payments against amounts due to the contractor under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is MINUS bill, from the date of the amount payable by the contractor under the MINUS final bill is communicated to the contractor.

18.7 CHIEF TECHNICAL EXAMINER [CTE'S ORGANISATION

- 18.7.1 **Selection Of Works**:- The resolution No. 24/7/64-AVD, Dtd:- 11-02-1964, under which Central Vigilance Commission [**CVC**] was set up, empowers the Commission to call for reports, returns and statements from all Ministers / Departments / Corporate Central Undertakings so as to enable the Commission to exercise general check and supervision over the vigilance and anti-corruption work in the Ministries / Departments / Undertakings.
- 18.7.2 Though the CTE's organization can examine original or repair works of any magnitude, yet considering its own limited resources it generally examines works of a larger size only. For this purpose, all the Chief Vigilance Officers of the Department of Government of India, Union Territories, Central Public Sector Undertakings, other autonomous and similar bodies are required to furnish **Quarterly Progress Reports (QPR's)**, in respect of Civil,Elect/Mech. Works, Horticulture works, Consultancy 2 largest value contracts, Service contracts 2 largest value contracts.
- 18.7.3 While submitting the QPR returns to the CTE Organisation, the following points are to be kept in mind:
- a. The cost of the work relates to the accepted / tendered value of the work and not the estimated cost.
 - b. If one Ministry / Department / Undertaking of the Central Government has entrusted the work to another Ministry / Department / Undertaking of the Central Government for execution, it may be included in the return to be submitted by both the Organizations.
 - c. The location of the work must be indicated.
 - d. Use of abbreviations that are not known ordinarily should be avoided.
 - e. Air-Conditioning, Telecommunication Engineering works etc., may be treated as Electrical works and Marine works may be treated as Civil works for the purpose of reporting to the CTE Organization.
 - f. The purchase of ready-built properties, materials and stores, if not purchased on DGS & D approved rates or at the rates approved by other Govt. agency may also be treated as works for the purpose of inclusion in the Quarterly Progress Reports. However, cases wherein the supplier is a Central Government Department or Central Government Undertakings need not be included.
 - g. The **QPR's** for purchase of stores / materials are to be submitted separately.

- h. Some of the departments have set up Civil Wings for execution of their civil works. While such Civil Wings submit QPR's with regard to the works being executed by them, the other works being executed through Contractors or any other agency are not being reported to the CTE's. The concerned departments should also report such works to the CTE's Organisation.
- i. All the works undertaken by the Organisations, whether in India or outside India should be included in the QPR's.
- j. QPR's should be sent to the CTE Organisation every quarter, even if the information is nil.
- k. All works in progress, contracts awarded, and the works completed during the quarter should be included in the QPR's. In respect of works completed during the relevant quarter, the actual date of completion should be indicated.
- l. The QPR's in respect of Civil works, Electrical works, Purchase cases and Horticulture works should be submitted on separate sheets of paper so that it can be detached and sent to concerned technical examiner.

Civil works	-	₹ 1.00 Crore and above
Elect/Mech. Works	-	₹ 30.00 Lakh & above
Store Purchase	-	₹ 2.00 Crore and above
Horticulture	-	₹ 2.00 Lakh and above
Medical equipment	-	₹ 1.00 Crore & above
Consultancy Contracts	-	2 largest value contracts
Service contracts	-	2 largest value contracts
Supplies of medicines	-	4 largest value contracts

- m. In case organization, which are undertaking such works in the areas mentioned above where the monetary value of all such works is less than the limits prescribed above, they may report 2 largest works in progress in each discipline. If the organization is not undertaking any work under any particular discipline, a 'Nil' report should be furnished.
- n. Information not asked in the format of QPR should be avoided.
- o. The QPRs shall be prepared as per the standard format and sent to the Vigilance department of the Division /Complex. [Refer CVC Circular No.37/11/2010 Dtd.22-11-2010.]

18.7.4 Registration of Consultants and Contractors for ₹ 1.00 Crore & above and also below ₹ 1.00 Crore is placed in *Chapter 10*.

18.7.5 All Annexures, the formats of BG's for SD, Mobilisation Advance, Agreement, Indemnity Bond etc., Application for registration of Contracts/ consultants and **CVC/ CTE/ VIG circulars references** are placed in **Section III**.

18.8 SUPERVISION OF WORKS BY CONTRACTOR

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

- a) For works costing upto ₹. 10.00 L : A **Degree or Diploma** Holder Civil/Electrical Engineering as applicable with min. of **6 months** experience in work of the nature contracted for
- b) For works costing ₹. 10 to ₹. 20.00 L : A **Degree or Diploma** Holder Civil/Electrical Engineering as applicable with min. of **6 months** experience in work of the nature contracted for
- c) For works costing ₹. 20.00 to ₹ 50.00 Lakhs : A **Degree** Holder in Civil / Electrical Engineering as applicable with at least **2 years** practical experience
(or)
A **Diploma** Holder in Civil / Electrical Engineering as applicable with at least **4 Years** practical experience in work of the nature contracted for

Note :-

- (i) For major projects the requirement of the Engineers shall be assessed separately and indicated in the tender document to ensure execution of the work with quality and in a professional manner.
- (ii) For maintenance /AMC works the requirement of Engineer(s)/Supervisors shall be indicated separately in the tender documents based on the specific requirement of the work.
- d) For works costing ₹. 50.00 to ₹. 100.00 L : One Degree Holder in Civil / Electrical Engg as applicable with at least 3 to 5 years practical experience and Two Diploma Holders in Civil / Electrical Engg as applicable with at least 3 to 5 years practical experience in work of the nature contracted for
- e) For works costing above ₹. 100 Lakhs upto ₹ 500.00 Lakhs : Two Degree Holders in Civil / Electrical Engg as applicable with at least 5 years practical experience and Two Diploma Holders in Civil / Electrical Engg as applicable with at least 3 to 5 years practical experience in work of the nature contracted for
- f) For works costing above ₹. 500 Lakhs & upto ₹ 1500.00 Lakhs : As below
- i. Resident Engineer; A Degree Holder in Civil / Electrical Engg as applicable with at least 8-10 years practical Experience of works of the nature Contracted for
- ii. Two Degree Holders in Civil / Electrical Engg as applicable with at least 5 years practical experience and Three Diploma Holders in Civil / Electrical Engg as applicable with at least 3 to 5 years practical experience in work of the nature contracted for (*Suitably allocated for handling Quantity Surveying, Field Laboratory, Surveying and other specialized works*)
- iii. Or as specifically mentioned in the tender

- g) For works costing above ₹. 1501 Lakhs upto ₹ 3000.00 Lakhs : As below
- i. Resident Engineer; **A Degree Holder** in Civil / Electrical Engg as applicable with at least 8-10 years practical Experience of works of the nature Contracted for
 - ii. **Three Degree Holders** in Civil / Electrical Engg as applicable with at least 5 years practical experience and **Four Diploma Holders** in Civil / Electrical Engg as applicable with at least 3 to 5 years practical experience in work of the nature contracted for (*Suitably allocated for handling Quantity Surveying, Field Laboratory, Surveying and other specialized works*)
 - iii. Or as specifically mentioned in the tender
- g) For works costing above ₹ 3000 Lakhs : As below
- i. Resident Engineer; **A Degree Holder** in Civil / Electrical Engg as applicable with at least 8-10 years practical Experience of works of the nature Contracted for
 - ii. **Three Degree Holders** in Civil / Electrical Engg as applicable with at least 5 years practical experience and **Six Diploma Holders** in Civil / Electrical Engg as applicable with at least 3 to 5 years practical experience in work of the nature contracted for (*Suitably allocated for handling Quantity Surveying, Field Laboratory, Surveying and other specialized works*)
 - iii. Or as specifically mentioned in the tender

18.8.2 The employment of Engineers as aforesaid shall be with the approval of the Accepting Officer / Engineer-in-Charge who may verify the qualifications / experience by referring to Original Degree / Diploma, Experience Certificates, which shall be made available to him by the Contractor or the individual employed or FINAL to be employed.

18.8.3 This does not apply to exclusive service contracts like Housekeeping, Horticulture etc., where specification will be provided as per the tender.

18.8.4 For non-deployment of Engineers as above the following deductions will be made in bill: -

- a. Degree Holder (Civil/Electrical) with some Experience: ₹ 5,000/- per month.
- b. Degree Holder (Civil/Electrical) with 2 Yrs or Diploma Holder with 4 Yrs Experience. : ₹ 7,500/- per month.
- c. Degree Holder (Civil/Electrical) with 5 Yrs or Diploma Holder with 3-5 Yrs Experience. : ₹ 10,500/- per month.
- d. Resident Engineer: ₹ 15,000/- per month.

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

- a) Non- deployment or less qualified staff deployed by a contractor is a serious breach of terms of contract. Therefore, for the first time contractor should be warned in writing and necessary recoveries affected for sub-standard work. For any subsequent breach, the contractor should be banned from business with HAL as per rules by keeping proper records.
- b) A certificate shall be given by the Engineer-in-charge to the effect that the contractor /department has engaged and experienced Engineer(s) as per the contract and the supervision is satisfactory .In case the contractor fails to deploy the requisite Engineer(s) as per the contract, the Engineer-in-charge with the approval of the competent authority should ensure proper supervision by deploying qualified & experienced Engineer(s) and recovery made for the same from the bills by invoking risk and cost clause of the contract.
- c) The certificate as above should accompany the running bill and the final bill of the contractor before release of payment.

- 18.8.6** All works shall be subject to examination and approval by the Engineer-in-charge. No work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer-in-charge or his authorized Representative, whenever any such work is ready and the Engineer-in-Charge or his authorized representative shall without unreasonable delay, attend for the purpose of examining such works.
- 18.8.7** In the event of the failure of the Contractor to give such a notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-Charge at Contractor's expense.
- 18.8.8** If any such part covered up or put out of view after being approved by the Engineer-in-Charge, is required to be uncovered subsequently, the same shall done by the contractor. If it is found on uncovering, the work was executed in accordance with the contract, the expenses of uncovering and / or making openings in and making good the same shall be borne by the company.
- 18.9 RESPONSIBILITY OF CONTRACTOR AGAINST RISKS:**
- 18.9.1** 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.
- 18.10 EXCAVATIONS, RELICS, ETC.**
- 18.10.1** Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed off as the Engineer-in-Charge directs.
- 18.10.2** All gold, silver, oil and other materials of any descriptions and all precious stones, coins, treasures, relics, antiquities and other similar items which may be found in or upon the site shall be the property of the Company. The Contractor shall duly preserve the same to the satisfaction of the Company and shall from time to time deliver the same to such person or persons as the Company may appoint to receive the same.
- 18.11 SUB-LETTING :**
- 18.11.1** The Contractor shall not sublet whole of the work [back to back basis]. However, contractor is permitted to engage specialised agencies for part of the work with prior approval of Divisional Head on the recommendation of the Engineer-in-Charge. The Contractor shall only engage specialised agency for work where his domain expertise is not duly available. **However, a suitable tender clause to be provided to indicate the specialised works where contractor intends to engage specialised agency.**
- 18.11.2** All statutory requirements such as ESI, EPF, Labour Licence etc., should be in the name of the principal Contractor only. Any such consent shall not relieve the Contractor from any of his liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub contractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.
- 18.11.3** Any breach of the above conditions shall entitle the Engineer-in-Charge to action to rescind the contract
- 18.12 SAFETY CODE**
- 18.12.1** The contractor shall at his own expense arrange for the safety provisions in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.
- 18.12.2** General safety clauses for the work is enclosed at **annexure T**

CHAPTER – 19
PENALTY CLAUSES

19.1 COMPENSATION FOR DELAY IN COMPLETION OF WORKS

19.1.1 If the contractor fails to complete the work and clear the site on or before 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 agreed compensation calculated as stipulated below.

S.No.	Completion period as originally stipulated	Compensation	Maximum
a.	For works up to Six months	1 % per week on contract sum	10%
b.	For works beyond Six months up to Twenty Four Months	½ % per week on contract sum	7.5%
c.	For works above Twenty four Months	¼ % per week on contract sum	5%

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

19.2 PENALTY FOR NON PAYMENT OF STATUTORY CONTRIBUTION LIKE ESI, PF, SD, AGREEMENT, LABOUR LICENCE Etc:

19.2.1 The Contribution such as ESI, PF etc. Paid to the respective authorities to be made on or before 20th of every month, otherwise interest or penalty charged by the respective Authority on such payment is to be paid by the contractor. If the authorities demand, such amount shall be recovered from the payment of contractor which is due from HAL and remitted to the respective authorities.

19.2.2 The following penalty clauses shall be incorporated in the Tender Document:

(a) **CONTRACT AGREEMENT:** The Contractor shall submit the contract agreement on a stamp paper of ₹ 100/- in a prescribed form (**Annexure – U**) duly signed within thirty days of issue of Acceptance Letter failing which penalty of ₹ 2,500/- per week delay to a maximum of ₹ 10,000/- will be levied for delay in submission. Payment will not be released if agreement is not submitted.

(b) **SECURITY DEPOSIT:** The Contractor shall deposit prescribed Security Deposit within 30 days of issue of Acceptance Letter to the Engineer-in-Charge of work of respective division failing which penalty @ 2 % of security deposit per week or part thereof with a maximum penalty of 25% of security deposit will be levied for delay in submission. The Contractor will not be generally allowed to start the work without submission of Security Deposit unless, otherwise ordered by Engineer-in-Charge in exceptional / emergent works.

c) LABOUR LICENCE

The contractor shall obtain labour licence from Competent Authority [Central Government] within thirty days of issue of acceptance and submit to the Officer-in-Charge / Engineer-in-charge. The cost of obtaining licence i.e. licence fee etc., shall be borne by the contractor. However Contractor shall not generally start work without obtaining valid labour licence unless otherwise ordered by Engineer-in-Charge. The contractor shall also submit an Indemnity Bond (as per the pro-forma enclosed at **Annexure – K**) executed on a stamp paper of ₹ 100/- indemnifying HAL against all the statutory requirement of the Labour Department.

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

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

CHAPTER – 20

SPECIAL CONTRACT CLAUSES

20.1 CORRUPT OR FRAUDULENT PRACTICES:

- 20.1.1 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.
- 20.1.2 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.
- 20.1.3 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.

20.2 INTERPRETATION

- 20.2.1 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.
- 20.2.2 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).

20.3 SECURITY:

- 20.3.1 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.
- 20.3.2 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).
- 20.3.3 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.

20.3.4 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.

20.4 PATENT RIGHTS:

20.4.1 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.

20.5 PRICE PREFERENCE FOR PSU's

20.5.1 In consonance with the Government instructions contained on OM No. DPE/13(1) 2002-Fin. Dated: - 14-06-2002 of Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Govt. of India, purchase preference to the Public Sector Undertaking shall be given in cases of all tenders / quotations to be received in HAL for products and services of Central Public Sector Enterprises (CPSE's) for ₹ Five Crores and above. Under the policy if prices quoted by Public Sector Enterprises are within 10% to the lowest price in tender, other things being equal, purchase preference may be granted to the CPSE concerned at the lowest valid price bid.

20.5.2 The Purchase Preference Policy covers both products and services of Public Enterprises and the "Services" includes construction works and construction contracts also.

20.5.3 The existing policy is not valid as on date. However, if Government decides to re-introduce the policy or amend, then the same shall be applicable further, as revised/ amended from time to time.

20.5.4 The provisions of the latest policy are as under: -

- a) The 10% purchase preference would be extended to tenders / NIT of Rupees Five Crores and above.
- b) CPSEs registered under the Companies Act, 1956 and statutory CPSEs will be eligible for purchase preference as before. Joint venture companies where holding of Government and / or CPSEs is 51% or more and joint ventures which are subsidiaries of CPSEs with CPSE holding 51% equity or more will also be eligible for purchase preference.
- c) A minimum value addition of 20% by the CPSEs / Joint Ventures Units by way of manufacture and / or services would be a prerequisite for availing purchase preference.
- d) Ministries / Departments / CPSEs and autonomous bodies under Central Government will continue to grant purchase preference to CPSEs.
- e) Purchase preference will also be available only to those authorizes CPSEs where specific Government approval has been accorded for the specific periods from the date of disinvestments.

- f) Respective Ministries / Departments / Autonomous Bodies / CPSEs will be responsible for implementing the Purchase Preference Policy.
- g) As per the existing policy the provisions relating to purchase preference should be specified in the Notice Inviting Tender (NIT) for Rupees Five Crores and above. For any deviation including exclusion of the purchase preference clause from the NIT, it will be obligatory for the concerned Ministry / Department / CPSEs / Autonomous Bodies to obtain prior exemption from the Cabinet in consultation with the Department of Public Enterprises.
- h) Other provisions of the purchase preference policy remain unaltered

Note: -

- (i) "Comparison of bids is done after evaluation of the bids"; therefore, the valid bid price referred to in the above notification is to be construed as the evaluated price and not the quoted price. (OM No DPE/13(3)/2000-Fin. Dated 8.11.2000.
- (ii) There is no option to any department / PSE to deviate from the Purchase preference policy currently in force. The PSEs being disinvested would also continue to avail the benefit of the policy till privatised. (DPE OM No DPE 13(3) / 2000-Fin. GL-L VII dated 19-11-2001)

20.6 AWARD OF CONTRACT TO PSU'S :

The following to be ensured while awarding:

- 20.6.1** The PSU's do not sublet the contract to other Contractors without the prior approval of the **Divisional Head**. Provisions in the tender document should be made accordingly.
- 20.6.2** Adequate safeguards shall be provided in the tender document / contract to ensure that PSU's having contract with HAL, adhere to the CVC instructions issued vide letter No 06-03-02-CTE-34 dt. 20-10-03 in selection of sub contractors. A clause may be incorporated in the tender document / contract for all such works/procurements in line with CVC guidelines.

CHAPTER – 21
ARBITRATION

21.1 ARBITRATION

Except where, otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings to the specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute, the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director / General Manager and if the Managing Director / General Manager is unable or willing to act, to the sole arbitration of some other persons 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 as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

21.1.5 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.

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

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

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

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

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

21.3 JURISDICTION OF THE COURT

A clause shall be included in the tender document that "all disputes and differences arising out of or in connection with any matter under the contract shall be tried by courts situated at ----- (Name/location of the court under whose jurisdiction the Division of HAL comes) only to the exclusive jurisdiction of all courts".

FACILITIES MANAGEMENT DIVISION

(For Bangalore Based Divisions)

22.0 FACILITIES MANAGEMENT DIVISION (FMD)

- a) HAL Board in its 207th meeting held during December 2007 accorded approval for the formation of Facilities Management Division to manage execution of various projects, Manage the maintenance of upkeep of general infrastructure / public amenities, Township & Estate, utilities and common services for Divisions / offices of HAL Bangalore Complex, Design Complex and Helicopter Complex.
- b) In view of the formation of FMD, all Divisions of HAL shall approach this Division for all technical clarifications in works and contract procedure. The clarifications given by head of FMD shall be final and binding on the Division.
- c) Tendering and finalization of contract for works costing more than Rs.10 Lakhs for Civil and Rs.5.0 Lakhs for Electrical & Mechanical (E&M) in Bangalore based divisions will be taken up by FMD after the division obtains Admin Approval. Generally, works costing more than Rs.50 Lakhs for Civil and Rs.10.0 Lakhs for E&M will be planned, tendered and executed by FMD for all Bangalore based Divisions. However, **Service contracts** will be executed by the respective Plant Maintenance Department of the Divisions irrespective of value of contract.
- d) The Divisions shall nominate a Nodal Project Officer [NPO] for such works to monitor the progress and provide necessary support for smooth execution. The NPO shall consolidate the requirement of the division pertaining to the project and report to Head of FMD for implementation.

SECTION – III
ANNEXURES

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STATEMENT OF CASE FOR INITIATION OF DEMAND FOR NEW WORKS / SERVICES

A. To be filled by user department

- 1 Brief description of the proposal :
- 2 Justification for the new works / services being demanded. :
- 3 Details of difficulties, if any, being experienced in the absence of services proposed or advantages that will accrue through services proposed :
- 4 Whether alternative means have been explored. If so, details may be furnished :
- 5 Estimated cost of the work on a very rough basis :
- 6 Time within which the work is required to be completed :
- 7 Can this await inclusion in the capital budget of the year and be considered in normal courses? :

OR

- 8 Is this to be treated as an emergent work :
- 9 If this work is to be treated as an emergent one-
 - a) Justification therefore :
 - b) Reasons for which this could not be foreseen and provided for in the normal course. :

B. For use in Appropriate Technical Authority's office :

- 10 Whether any alternate suggestions can be made to meet the demand of the user department :
- 11 Whether the work proposed is technically feasible and recommended :
- 12 Estimated cost for completion :

- 13 Estimated time required therefore from the date sanction is accorded, for
 - a) Design and planning, :
 - b) Contract action, :
 - c) Execution. :

C. Planning Proforma

- 14 Description of work specifying the purpose and justification :
- 15 Reference to Budget Head for the year :
- 16 Amount available :
- 17 Minimum requirements of floor space :
- 18 Line plan giving the layout and optimum dimensions, if any :
- 19 Location :
- 20 Special services required such as Air-conditioning, forced draught ventilation, dust free environment, compressed air, power and illumination, gantries, mono rails, water supply etc. :
- 21 Any other points that the Engineer should bear in mind in planning the works such as the need for future expansion, addition of another floor etc. :

ANNEXURE – B

ADMINISTRATIVE APPROVAL CUM CAPITAL APPROPRIATION REQUEST (C.A.R)

1. Administrative Approval cum C.A.R. No. :
Date :
2. Description of work :
3. Capital Budget Head and year of sanction :
4. Amount sanctioned in the Budget : ₹
5. Amount already approved : ₹
6. Amount for this Administrative approval : ₹
7. Balance amount available $\{(4 - 5) - 6\}$: ₹
8. Authority competent to accord :
administrative approval and Delegation of
powers under which approved
9. Authority competent to accord financial :
concurrence

Proposed & technically
Cleared by

Financial
concurrence by

Administrative approval –cum
CAR accorded by

ANNEXURE – C

STANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDING WORKS

Sl. No.	Type of Building	Contract period (in months) for total plinth area of buildings in all floors including basement					
		Up to 250 sq m	251 to 500 sq m	501 to 1000 Sq m	1001 to 2500 sq m	2501 to 5000 sq m	Every Additional 2500 Sq m
1	SINGLE STOREYED STRUCTURES	4	6	8	10	11	1
2	FRAMED STRUCTURES	5	7	9	11	12	1
		Extra for every additional storey (for lead bearing as well as framed structures) : 1.5 months					

Notes:

- 1 This schedule is applicable for works where construction of buildings of total plinth area up to 25,000 sq m is involved. For bigger works, the NIT approving authority shall decide the contract period based on the merits of the individual case.
- 2 This schedule is to serve as a general guide for fixing contract periods for building works under normal conditions, in large cities like Delhi, Kolkata, Chennai, Bangalore etc. where the building trade is well organized. For small or out of the way places where normal facilities for construction of buildings may be lacking, contract periods should be fixed suitably after taking in to consideration the local conditions, subject to a maximum increase in time period of 33-1/3%.
- 3 When the contract period runs though monsoons, extra period may be allowed for the same on the assumption that progress during monsoons is about half of the progress in fair weather. For example in Delhi, where the monsoons last for about 2 months one month may be added, and in places like Kolkata and Mumbai, where monsoons last four months, two months may be added.
- 4 Where a basement is to be provided, an extra period of 3 to 4 months may be added depending on the extent of basement and depth of sub-soil water table.
- 5 This schedule takes into account the normal building specifications. Extra period may be allowed for works having special features such as (i) domes, shells and coffered roofs, (ii) extensive stone work, stone veneering and sculpturing and (iii) special finishes and architectural feature.
- 6 In case of works consisting of number of small units, such as a group of residential quarters, scattered over a large area, an extra period of 1 to 3 months may be allowed depending on the number of units and their disposition.
- 7 When work is to be executed in congested areas and on small sites the period may be suitably increased because of difficulties in storage of building materials.
- 8 This schedule takes into account about 3 months for foundations in the case of multi-storeyed buildings of five or more storeys. In case of buildings on piles, normally the work of the piles would be executed through a separate contract and the time required for the superstructure should be fixed by reducing the period determined on the basis of the schedule by about 3 months.
- 9 Contract periods for internal and external services should be fixed according to the programme for completion of the building taking into consideration the local conditions.
- 10 For particular cases of urgent nature or cases where completion period is fixed and cannot be postponed and cases of national importance, workable time period may be fixed, preferably by holding a pre-bid conference with the prospective tenderers.
- 11 For works other than those indicated above including maintenance work the NIT approving authority shall decide the contract period based on priority of the individual case.

ANNEXURE- D

ABSTRACT ESTIMATE

Name of Work :

Time required for

(a) Conclusion of contract Months

(b) Completion of Work months

Sl. No.	Particulars	Amount (in Lakhs) ₹	Reference
I.	BUILDING INCLUDING INTERNAL SERVICES:		
	Civil works including internal illumination, power cutting, Compressed air lines & Stead lines.	.....	.....
	Air conditioning / Ventilation	.....	.....
	Special services, if any	.....	.....
II.	EXTERNAL SERVICES:	.....	.....
	Arboriculture / Site clearance	.....	.....
	Roads & Drains	.....	.....
	Water supply	.....	.....
	Sewage Disposal	.....	.....
	Electrical Power supply	.....	.....
	Communication facilities	.....	.....
	Total	<hr/>	
	Add 10/5% contingencies & 2% supervision	<hr/>	
	Add appropriate percentage for consultancy services wherever required	.....
	Grand Total	<hr/> ₹ <hr/>	

SCHEDULE OF PAVEMENT RUNWAY MARKINGS

ITEM		PERIODICITY OF PLANNING
MAIN RUNWAY		
a) Centre Line markings	...	Monthly
b) Threshold markings	...	Monthly
c) Touch down zone markings	...	Quarterly
d) Fixed Distance Marking	...	Quarterly
e) GuideLines on Turning pad	...	Monthly
f) Undershoot / overshoot	...	Half-yearly
g) Edge lines	....	Yearly
h) R .D . M (Letter writing)	...	Monthly
i) Miscellaneous painting areas not covered above	...	As and when required
TAXI – TRACK		
a) Central line markings	...	Monthly
b) Edge line markings	...	Half- yearly
JET BAYS		
a) Guidelines and letter writing	....	Monthly
b) Edge line markings	...	Half –yearly
MISCELLANEOUS		
a) Turning portion of guidelines	...	Monthly
b) Vehicular lines	...	Monthly
c) Wind Sock – T Square	...	Half-yearly

PERIODICITY OF TENDERING FOR PAINTING SERVICES

The normal periodical services are:

1. Internal and external lime washing (White or tinted) :
 - a) Half –yearly
 - Cook – houses and Canteen buildings where food is dealt with (two coats).
 - Latrines and urinals (two coats)
 - b) Annual
 - Offices, Residences, Schools, Workshops (two coats).
 - c) Biennial
 - Stores, shops and hangars and other similar buildings (two coats.)

2. Distempering (including whitening of ceiling):
 - a) Annual
 - Hospital and Guest House, clean rooms in factory (two coats).
 - b) Biennial
 - Offices, Schools, Canteen Buildings (with one coat) .
 - c) Every four years
 - Other buildings (Two coats).

3. External painting
Every three years, two coats on all wood work and iron work, as also walls.

4. Internal painting, polishing, etc.
 - Once in 4 years with two coats

ANNEXURE – E-3

DIVISION.....

PERIODICAL SERVICES MEASUREMENT BOOK RECORD OF PERIODICAL SERVICES RENDERED

Sl. No.	Number assigned to the Quarter or Building	Reference to pages of the PSMB	Date on which work was carried-out in difference years and the expenditure	Remarks

ANNEXURE – E-4

DIVISION:

PERIODICAL SERVICES RENDERED

Name of Building & No. :

Measured by :

Location :

Date of Measurement :

From : To :

Particulars No. Dimensions Area Total

a. Area to be white washed

b. Area to be distempred

c. Area to be painted in oil

d. Etc.

ANNEXURE – E-5

DIVISION :

CAPITAL BUDGET BE / RE

STATUS OF COMMITMENTS APPROVED, ANTICIPATED AND BALANCE YET TO BE COMMITTED AS ON
.....(₹ in Lakhs)

Budget Head	Sl. No.	Item	Approved in BE	Anticipated In	Anticipated Balance as on
1	2	3	4	5	6

ANNEXURE - E-6

DIVISION.....

PROGRESS REPORT ON CAPITAL WORKS FOR THE MONTH OF

SL. No.	Description of work & P.O. No.	Budget Sanction ₹	Contract Value ₹	Name of the Contractor & Contract No.	Date of Commencement	Date of completion as per work order	% of Progress as on	Amount paid as on - ₹	Remarks
1	2	3	4	5	6	7	8	9	10

ANNEXURE - E-7

DIVISION.....

STATEMENT OF CASES IN WHICH FINAL BILLS HAVE NOT BEEN PAID WITHIN SIX MONTHS OF SUBMISSION BY CONTRACTORS

SL. No.	Name of Contractor & Contract No.	Value of contract ₹	Date on which work was completed	Date of submission of final bill	Date of payment (if the bill has been paid)	Expected date of payment (if the bill has not yet been paid)	Reasons for which final bill has not been paid within six months
1	2	3	4	5	6	7	8

B	Technical Evaluation <i>[Parameters & Marks are indicative and should be modified to suit the project]</i>							
1	In-house suitability of key personal capacity	(a) All disciplines (i) Architectural and Urban Planning (ii) Civil & Structures (iii) Electrical & Air conditioning (iv) Water supply, Sanitary Engineering (v) Roads & Highways (vi) Any other discipline Contractor shall submit full details of his planning / design wing including list of Architects & Engineers of Various disciplines on his note	5	2	3	3	2	3
2.	Area Planned / Designed	Meeting as per requirement (a) + upto 5% (b) + upto 10% (c) + upto 20%	10 5 3	3	10	10	10	10
3.	Plant and machinery	List of plant and machinery owned by the contractor	2	1	1	2	1	1
4.	Specific experience in installation of utilities like water supply, treatment and distribution, sewerage and drainage, electrical, air-conditioning and ventilation systems, Road networks	Contractor shall have experience in design and installation of utilities (specify project names) [supporting documents like completion certificates to be enclosed] HAL has to check the requirement for the proposal under consideration	10	4	3	6	5	7
5.	Whether contractor has specific Experience in design and construction of auditorium, ST Plant	Capacity designed as required (a) +/- 5% (b) +/- 10% (c) +/- 20%	5 3 2	3	3	5	3	5
6	Whether contractor has specific experience in design and construction of green buildings	Contractor shall have designed and constructed buildings with green building concept (specify project names)	10	4	4	6	4	3

7.	Out sources Design capabilities	Contractor to give the details of Disciplines which would be out sourced and letter of association with the design firms. If outsourcing not necessary, please indicate	3	1	2	2	2	3
		B-Total =	45	18	26	34	27	32
		Total (A+B) =	75	30	41	56	42	54
C	PRESENTATION [<i>Parameters & Marks are indicative</i>] To be Rated with comparison among bidders by the committee							
a)	Aesthetics	To be Rated for Contemporary Design, Building Elevation etc.	5	2	3	4	4	3
b)	Space Utilization	To be Rated for Overall Site layout, Master plan etc.	5	2	4	3	4	4
c)	Functional Space utilization	To be Rated for Internal layout etc.	5	2	4	4	4	4
d)	Incorporation of Overall Concept	To be Rated for Energy, Eco friendly, Ventilation, natural light utilization, water saving, energy saving, green building etc.	5	2	3	3	4	3
e)	Floor Plan in terms of area	To be Rated for Floor plan	5	2	4	4	4	4
		Total C	25	10	18	18	20	18
		Grand Total(A+B+C) =	100	40	59	74	60	72

[Total Score of Technical Evaluation for Max. Marks = 10+65+25 =100]

Evaluation of the Bids :

- (i) Technical Evaluation marks obtained shall be evaluated with the allotted weightage of 60% and ranked as T1, T2, T3, T4 etc.,
- (ii) Price quoted by the Agencies shall be evaluated with the allotted weightage of 40% and ranked as P1, P2, P3, P4 etc.,
- (iii) The bid obtaining the highest total combined score will be ranked as H-1 followed by the other bids securing lesser marks as H-2, H-3 etc., The bidder securing the highest combined marks and ranked as H-1 will be called for negotiations if required and shall be recommended for award of contract.

EXAMPLES FOR DESIGN & EXECUTION OF CONTRACTS

Example 1: Technical bid evaluation for 60% weightage shall be as under:

Sl. No.	Bidder	Technically Evaluated Marks	Assessment with 60% weightage	Ranking
1.	X	59	59 x 0.6 = 35.4	T4
2.	Y	74	74 x 0.6 = 44.4	T1
3.	Z	60	60 x 0.6 = 36.0	T3
4.	P	72	72 x 0.6 = 43.2	T2

Financial bid evaluation for 40% weightage shall be as under:

Sl. No.	Bidder	Assumed Quoted Value in ₹	Assessment with 40% weightage	Ranking
1.	X	535 Lakhs	$515/535 \times 100 \times 0.4 = 38.50$	P3
2.	Y	555 Lakhs	$515/555 \times 100 \times 0.4 = 37.12$	P4
3.	Z	520 Lakhs	$515/520 \times 100 \times 0.4 = 39.62$	P2
4.	P	515 Lakhs	$515/515 \times 100 \times 0.4 = 40.00$	P1

Selection of the H-1 Bidder shall be as under:

Sl. No.	Bidder	Technical assessment score	Financial standing score	Combined Score	Ranking
1.	X	35.4	38.50	73.90	H-4
2.	Y	44.4	37.12	81.52	H-2
3.	Z	36.0	39.62	75.62	H-3
4.	P	43.2	40.00	83.20	H-1

Example 2: Consider Four bidders B1, B2, B3, B4 quoting for a Project of ₹. 100 Lakhs.

Technical bid evaluation shall be as under:

Sl. No.	Bidder	Assume Technical Evaluation Marks	Assessment	Ranking
1.	B1	55	$55 \times 0.6 = 33$	T4
2.	B2	70	$70 \times 0.6 = 42$	T1
3.	B3	65	$65 \times 0.6 = 39$	T2
4.	B4	50	$50 \times 0.6 = 30$	T3

Financial bid evaluation shall be as under

Sl. No.	Bidder	Assumed Quoted Value	Assessment	Ranking
1.	B1	125 Lakhs	$115/125 \times 100 \times 0.4 = 36.80$	P2
2.	B2	140 Lakhs	$115/140 \times 100 \times 0.4 = 32.86$	P3
3.	B3	150 Lakhs	$115/150 \times 100 \times 0.4 = 30.67$	P4
4.	B4	115 Lakhs	$115/115 \times 100 \times 0.4 = 40.00$	P1

Selection of the H-1 Bidder

Sl. No.	Bidder	Technical assessment score	Financial standing score	Combined Score	Ranking
1.	B1	33	36.80	69.80	H-3
2.	B2	42	32.86	74.86	H-1
3.	B3	39	30.67	69.67	H-4
4.	B4	30	40.00	70.00	H-2

EXAMPLES FOR DESIGN CONSULTANCY OF CONTRACTS

Example 1: Technical bids evaluated with pre-defined technical parameters and marks will be given after evaluation. Based on marks 70% weightage shall be as under:

Sl. No.	Agency	Technically Evaluated Marks	Technical Assessment with 70% weightage	Ranking
1.	X	59	$59 \times 0.7 = 41.3$	T4
2.	Y	74	$74 \times 0.7 = 51.8$	T1
3.	Z	60	$60 \times 0.7 = 42.0$	T3
4.	P	72	$72 \times 0.7 = 50.4$	T2

Financial bid evaluation for 30% weightage shall be as under:

Sl. No.	Agency	Assumed Quoted Value in ₹	Assessment with 30% weightage	Ranking
1.	X	53.5 Lakhs	$51.5/53.5 \times 100 \times 0.3 = 28.88$	P3
2.	Y	55.5 Lakhs	$51.5/55.5 \times 100 \times 0.3 = 27.84$	P4
3.	Z	52.0 Lakhs	$51.5/52.0 \times 100 \times 0.3 = 29.71$	P2
4.	P	51.5 Lakhs	$51.5/51.5 \times 100 \times 0.3 = 30.00$	P1

Selection of the H-1 Bidder shall be as under:

Sl. No.	Bidder	Technical assessment score	Financial standing score	Combined Score	Ranking
1.	X	41.3	28.88	70.18	H-4
2.	Y	51.8	27.84	79.64	H-2
3.	Z	42.0	29.71	71.71	H-3
4.	P	50.4	30.00	80.40	H-1

The H1 Agency "P" will be selected and work will be awarded / invited for PNC as the case may be

Example 2: Consider Four bidders B1, B2, B3, B4 quoting for a Project Technical bid evaluation shall be as under:

Sl. No.	Bidder/ Agency	Assume Technical Evaluation Marks	Technical Assessment	Ranking
1.	B1	55	$55 \times 0.7 = 38.5$	T4
2.	B2	70	$70 \times 0.7 = 49.0$	T1
3.	B3	65	$65 \times 0.7 = 45.5$	T2
4.	B4	50	$50 \times 0.7 = 35.0$	T3

Financial bid evaluation shall be as under

Sl. No.	Bidder/ Agency	Assumed Quoted Value	Assessment	Ranking
1.	B1	125 Lakhs	$115/125 \times 100 \times 0.3 = 27.60$	P2
2.	B2	140 Lakhs	$115/140 \times 100 \times 0.3 = 24.64$	P3
3.	B3	150 Lakhs	$115/150 \times 100 \times 0.3 = 23.00$	P4
4.	B4	115 Lakhs	$115/115 \times 100 \times 0.3 = 30.00$	P1

Selection of the H-1 Bidder

Sl. No.	Bidder / Agency	Technical assessment score	Financial standing score	Combined Score	Ranking
1.	B1	38.5	27.60	66.10	H-3
2.	B2	49.0	24.64	73.64	H-1
3.	B3	45.5	23.00	68.50	H-4
4.	B4	35.0	30.00	75.00	H-2

The H1 Agency "B2" will be selected and work will be awarded / invited for PNC as the case may be.

ANNEXURE – G-1

INDICATIVE Scope of Cleaning – Outside & Inside Areas

Sl. No	Activity	Method	Frequency	Machines / Equipment
1	Boundary wall [Stone & grills]	Dry dusting in security rooms Utility rooms Sweeping & mopping	Weekly	
2	External façade of building	Clear cob webs and dusting	Weekly	Manually & with wiper Cob web sticks, etc.,
3	Kota / Marble / Mosaic / Granite floor including wooden floors All areas	Wet & Dry cleaning Vacuuming of wooden floors Scrubbing of floors	Daily Weekly	Floor scrubber Double Bucket Mop wringer Trolley Dry vacuum cleaner
4	Internal wall / Column surfaces with wall paneling / cladding of stone, wood, jalis, etc.,	Dry dusting including spot cleaning Wet mopping signage & display Vacuum cleaning all wall surfaces including grooves	Daily Quarterly Monthly	Dry vacuum cleaner
5	Ceilings	Cleaning of electrical lights & frames	Weekly	Dry vacuum cleaner & Manually
6	Doors	Cleaning, wiping Stain removing	Daily Weekly	Dry vacuum cleaner Manually
7	Stainless steel / Brass metal surfaces such as door / window hardware & frames	Dusting	Weekly	Manually Air Blower machine
8	Stair cases	Cleaning, mopping, scrubbing of steps & railings	Daily Monthly	Manually Floor Scrubber
9	Wall skirting	Scrub cleaning	Weekly	Hand scrubber
10	Door / Window glass	Cleaning of finger marks / Spots & Entrance doors Internal / External sides	Twice a day or Twice in each shift Weekly	Glass cleaning Telescopic kit & manually

Sl. No	Activity	Method	Frequency	Machines / Equipment
11	Toilets	Refilling of toiletries such as fresheners hand soap, etc., Wet floor & dry cleaning Wall cleaning Cleaning WC / Wash basin / Urinals / CP toilet fittings, etc., Mirror cleaning for keeping dry & stain free Other fittings & fixtures complete washing including tiles	Daily & subsequently as per requirements & applicable for all shifts	Manually High pressure jet Manually Manually Manually
12	Dust bins in toilets and at open areas within buildings	Complete cleaning and disinfection for both inside and outside	Daily	Manually
13	Fire extinguishers & wall hangings	Dry dusting	Daily	Manually
14	Switches, electric points buttons	Dry cleaning	Daily	Manually
15	Telephone & computers	Dusting key boards	Weekly	Manually
16	Venetian / vertical blinds	Vacuum cleaning & dusting	Weekly	Manually
17	Upholstery	Dusting of chairs / sofas Vacuum cleaning Cleaning & shampooing	Daily Fortnightly Quarterly	Manually Dry vacuum cleaner
18	Cob webs	Check for cob webs and removal	Daily	Dry vacuum cleaner and manually
19	Door mats	Dusting and cleaning	Daily	Dry vacuum cleaner
20	Removal of garbage	At designated spot with in compound	Daily	Trolley

INDICATIVE Performance indicator

KEY PERFORMANCE INDICATORS	Requirement	Indicators	*P	*C
Reception Area.	Free of dirt / stain / odour / litters. Cleanliness of floor, wall, sofa sets, glass tables, reception tables and chairs Cleanliness of logo and glass backdrop.	Daily / Weekly / Monthly inspection Checklists.	*H/B	*Sup
Meeting rooms/conference rooms.	Free of dirt / stain / marks. Cleanliness of floor, walls and tables. Chairs to be properly arranged. White boards to be cleaned. Emptied dustbins with liners	Daily / Weekly / Monthly inspection Checklists.	H/B	Sup
Garbage and food waste disposal	Thorough disposal thrice daily.	Daily inspection checklist.	H/B	Sup
Material storage areas	Cleaning once daily. Storage to be kept clean and tidy.	Daily inspection Checklist.	H/B	Sup
AC diffusers, Blinds, light fittings, Ceiling sensors, fire extinguishers	To be cleaned weekly	Weekly cleaning checklist	H/B	Sup
Toilets and Pantry	Floors and walls to be cleaned once a day. Wipe clean all cubicles and urinals using an appropriate disinfectant and hygienic sanitary blocks Wipe clean all basins/ taps/ wall dryers/ fixtures and fittings Replenish all consumables including hand towels and toilet rolls as required Floors cleaned and moped at least 8 times per day	Daily inspection checklist	H/B	Sup

* P – Performed by. C – Checked by.

*H/B – House keeping boy. Sup – Supervisor.

SERVICE LEVEL MATRIX

DAILY CHECK LIST – HOUSE KEEPING			
SHIFT :		FLOOR :	DATE :
SL. NO	ACTTIVITY	STATUS	REMARKS
<u>WORK STATION</u>			
1	TABLE TOP		
2	CUPBOARDS		
3	W/S SIDE PARTITION		
4	CHAIRS		
5	DUSTBINS		
<u>REST ROOM - MEN'S</u>			
1	URINAL TUBS		
2	W/C COMOD		
3	W/C SEAT/COVERS		
4	WASHBASIN		
5	MIRROR		
6	WALL TILES		
7	FLOOR TILES		
8	DOORS		
<u>REST ROOM - WOMEN'S</u>			
1	W/C COMOD		
2	W/C SEAT/COVERS		
3	WASHBASIN		
4	MIRROR		
5	WALL TILES		
6	FLOOR TILES		
7	DOORS		

House Keeping Check list – Weekly / Monthly				
S. No.	Activity	Frequency	Status	Remarks
1	Thorough cleaning of office space / Wards	W		
2	Thorough cleaning of Semi Private / Private Rooms	W		
3	Cleaning of blinds in Semi Private / Private Rooms	W		
4	Thorough cleaning of Private Rooms	W		
5	Removal of cobwebs	W		
6	Thorough cleaning of Toilets	W		
7	Descal toilet fixtures.	M		
8	Polishing of metal parts	W		
9	Cleaning of Mats	W		
10	Cleaning of windows	M		
11	Vacuuming of upholstery	M		
12	Scrubbing of Granite tiles at reception, corridors and Staircases.	M		
13	Thorough cleaning of vertical and Venetian blinds.	M		
14	Thorough cleaning of A/C Grills	M		

The floor of toilets shall be washed using approved Phenol. Porcelain fixtures shall be cleaned with vim powder. Naphthalene balls shall be kept in urinals and wash basins always. Toilet floor shall be kept dry during the day / use of buildings.

SERVICE LEVEL MATRIX
Check List for Gents / Ladies Toilet

INDICATIVE

Clean Areas	Method	Items to use	Check time								Remarks
			0700	0900	1100	1300	1500	1700	1900	2100	
Inside Toilet Area											
Wall tiles / Skirtings	Wash & wipe dry	Water									
Flush tank	Wash & wipe dry	Water									
Flush knob	Wipe & clean	Water									
Cistern / commode - inside	Brush & flush	Disinfectant / water									
Seat / Lid	Sponge scrub / wipe	Water									
Yellow stains	Brush & flush	Disinfectant / water									
Wash basins	Scrub / wipe	Disinfectant / water									
Steel taps / fittings	Scrub / wipe	Scotch brite & water									
Door knobs / partitions	Wipe & clean	Water									
Floor tiles	Scrub & wash	Disinfectant / water									
Buckets / mugs	Wash & wipe dry	Water									
Toilet rolls	Place in holder	Refill as required									
Air refresher	Refill / in place on wall	Odonil - 1 cube									
Urinal	Refill / in place in urinals	Urinal cake - 1 cube									
Inside Toilet Area											
Hand wash Dispenser	Wet wipe & refill	Hand wash soap oil									
Clean Areas	Method	Items to use	Check time								Remarks
			0700	0900	1100	1300	1500	1700	1900	2100	
Mirror / frame	Dust / wet wipe	Dry & wet cloth									
Mirror	Sprinkle colin & wipe	Colin & paper									
Waste bin	Wash &	Insert									

	dry wipe	garbage bag empty waste									
Toilet floor mat	First dust & wash	Water & vacuum									
HK Staff -initials											
Supervisor - Initials											
User Dept officials - Initials											

SERVICE LEVEL MATRIX [INDICATIVE]

House Keeping cleaning schedule

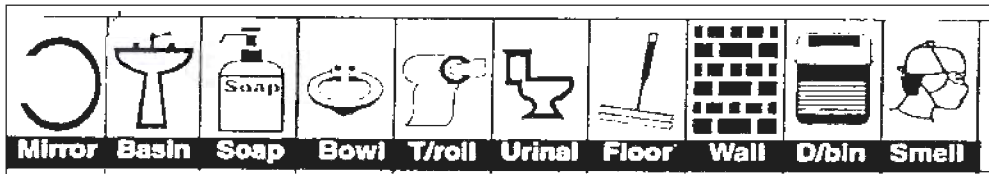
	Areas of cleaning	0700-0800	0915-0930	1130-1200	1200-1300	1300-1400	1500-1600	1600-1800	1800-2000	
1	Reception area	√	√	√		√	√			
2	COMS/Doctors room	√					√			
3	Radiology 1	√								
4	EEG	√								
5	Dialysis OPD	√		√						
6	Operation Theatre (MOT)	√	√	√		√				
7	G1 Ward	√	√	√		√		√	√	
8	G2 Ward	√	√	√		√		√	√	
9	G3 Ward	√	√	√		√		√	√	
10	G4 Ward	√	√	√		√		√	√	
11	Ortho Ward	√	√	√		√		√	√	
12	Ward Pharmacy	√	√	√						
13	Dialysis Ward	√	√	√		√		√	√	
14	VIP/Special Ward	√	√	√		√		√	√	
15	ICCU	√	√	√		√		√	√	
16	Childrens Ward	√	√	√		√		√	√	
17	Linen Room	√	√	√						
18	Laundry	√	√	√						
19	NICU	√	√	√		√		√	√	
20	Maternity Ward	√	√	√		√		√	√	
21	Maternity Special ward	√	√	√		√		√	√	
22	Labour ward	√	√	√		√		√	√	

√ - Activity Time

Toilet in OPD and in wards are cleaned every 2 hours Pts.
Wards are cleaned every 2 hours
Pts. are shifted from wards to Diff. Departments for investigations to Operation Theatre for Procedures
From OPD & Casualty Patients are moved to wards & ICCU
Garbage Bins are closed 3 in a day
In Lab Test Tubes, Slides & Petridished are washed, sterilized and dried
Assist the OT staff in 2nd & 3rd shift

INDICATIVE

REST ROOM INSPECTION CARD



TOILET : _____

LOCATION : _____

DATE : _____

Time

HK Boy	HK Supervisor	Remarks
-------------------	--------------------------	----------------

7:00 AM

9:00 AM

11:00 AM

1:00 PM

3:00 PM

5:00 PM

7:00 PM

9:00 PM

HK SUPERVISOR _____

EXECUTIVE

ANNEXURE – G-2

INDICATIVE STANDARD OPERATING PROCEDURE [SOP]

TOILET CLEANING PROCEDURE	
1	Check and clear for cob webs on ceiling, wall corners, cupboards, lockers, behind doors
2	Sweep entire floor and dispose dust and particles in dust bin
3	Wet mop the floor by using clear water and disinfectant
4	Remove hair and other particles from water outlet
5	Scrub toilet cisterns / lids, flush with water and disinfectant
6	Wipe toilet seat / flush tank dry
7	Scrub and wash tiled wall areas with water
8	Wipe dry stainless fittings, taps, pipes, knobs, etc.,
9	Replace toilet rolls, hand wash liquid, urinal cakes, odonil
10	Dust and wipe mirror regularly
11	Remove wall stains, yellow stains on cisterns, flush tanks, wash basins by scrubbing

ANNEXURE – G-3

MAN POWER MATRIX**INDICATIVE**

Sl. No.	Shift Timings	Required Type of manpower	Nos Required	Nos Deployed
1.	6.30 to 14.30	Male – Janitors		
		Female - Janitors		
		Supervisors		
2.	14.30 to 22.30	Male – Janitors		
		Female - Janitors		
		Supervisors		
3.	22.30 to 6.30	Male – Janitors		
		Female - Janitors		
		Supervisors		

ANNEXURE – G – 4

PERFORMANCE APPRAISAL OF CONTRACTOR

HOUSE KEEPING WORKS

Name of the work	:	
Name and address of Contractor	:	
Accepted Tender Amount	:	
Completion period as per tender	:	
Cost on Completion	:	
Period Covered by this Appraisal	:	

HAL's Performance appraisal program provides the opportunity quarterly for a contractor in a job performance which records performance recognition and improvement plans. It assists the HAL in making decisions about continuing the contract and selection of contractor for similar work. In addition, the appraisal process assists the HAL in the identification of training resources needs.

IMPLEMENTATION PROCEDURES FOR CONTRACTOR'S PERFORMANCE APPRAISAL PROGRAM

- a) The HAL informs the contractor that an appraisal will be conducted and invites the Contractor to complete a self-appraisal in preparation for the appraisal interview before Engineer-in-Charge.
- b) The HAL conducts the appraisal interview with the contractor and affords the contractor a reasonable period of time to complete his / her additional commitments.
- c) The final appraisal must be completed by the HAL and signed by the contractor and HAL. Any entries or comments places on the form including the signature must not be written in pencil.
- d) The original of the performance appraisals must be forwarded to the Contract section of FMD for the Contractor's file. The HAL must give a copy of the appraisal to the Contractor also.
- e) Any exception to the use of appropriate performance appraisal form or process must be approved by the GM [Offg.] – FMD.

4	Consistently Exceeds Job Requirements
3	Fully satisfies Job Requirements
2	Slightly Below Job Requirements
1	Immediately Needs To Be Improved
NA	Factor Does not Apply To This Position

4	3	2	1	NA	A. KNOWLEDGE OF JOB
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1. Equipment, quantity and quality of Chemicals used.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Applies cleaning techniques effectively.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3. Determines the care required to accomplish tasks appropriately.
4	3	2	1	NA	B. PRODUCTIVITY
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1. Completes work as per time schedule.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Maintains well-organized work.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3. Maintains cleaning schedules.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4. Have necessary tools and supplies on hand to complete duties.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	5. Workmanship and supervision.
4	3	2	1	NA	C. QUALITY
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1. Completion of work to departmental standards.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Maintains consistent daily performance level.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3. Maintains cleaning schedules.
4	3	2	1	NA	D. INITIATIVE
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1. Tendency to suggest alternative ways to improve operations.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Willingly accepts new works.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3. Resourcefully meets exception to routine job.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4. Reports problems and special conditions to Office.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	5. Attitude towards settlement of disputes & differences
4	3	2	1	NA	E. SAFETY
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1. Complies with department regulations.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Is concerned with safety of self and others.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3. Properly uses cleaning chemicals and equipment.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4. Wears appropriate attire for working conditions.
4	3	2	1	NA	F. EQUIPMENT AND SUPPLIES
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1. Properly cares for and maintains equipment.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Maintains adequate inventory of supplies.
4	3	2	1	NA	G. INTERPERSONAL SKILLS

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1.	Labour relations and Facilities
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2.	Cooperates with others to achieve common objectives
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3.	Interacts with others with tact and courtesy
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4.	Accepts constructive criticism and instruction in a co-operative manner.
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	5.	Personal Grooming / Hygiene
4	3	2	1	NA	I.	OTHER
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1.	Meets attendance standards
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2.	Meets punctuality standards
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3.	Complies with departmental policies
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4.	Contractor's organization at site.

Section 2:

A. _____

Contractor's Assets:

B. _____
Describe the Contractor's job-related areas that need improvements and the action(s) to be taken by the supervisor and the contractor to improve each area.

Area(s) to be improved	Contractor's Action	Engineer-in-charge Action
-------------------------------	----------------------------	----------------------------------

C. _____
 If, in the previous appraisal of this contractor, areas were identified that needed to be improved, describe what has or has not been accomplished.

D. _____
 Overall job performance level The requirements of the job.

- Excellent > 90 %
- Good > 80 %
- Satisfactory > 70 %
- Needs Training > 60 & < 50
- Below < 50

Section 3:

Signature of Engineer-in-charge

Date

CONTRACTOR'S COMMENTS

I have been given the opportunity to examine the contents of this report. I certify that my job performance was appraised and discussed with me.

Contractor's Signature

Date

If you disagree with your appraisal, you should discuss the appraisal further with HAL in an effort to reach an agreement. If you still do not agree, sign below and submit in writing a rebuttal of appraisal to the next level of supervision within two days of the meeting with Engineer-in-charge. This statement of rebuttal will be attached to your appraisal and sent to GM [Offg.]-FMD.

I do not agree with this appraisal.

Contractor's Signature

Date

NOTE:

The performance shall be reviewed by Engineer-in-charge through performance appraisal system quarterly and same shall be further reviewed monthly if performance level reduces by 70% [Below satisfactory level].

On monthly review, if the performance level not improved for next THREE months, then the said contract is liable for CANCELLATION / FORECLOSURE at risk and cost.

Annexure H

FORMAT OF UNDERTAKING FOR TENDER OPENING OFFICERS

Proposal File Reference

It is confirmed that undersigned does not have any personal interest in the Companies / Agencies participating in the tender process in reference to subject proposal.

Sl. No.	Name	Designation	Signature

NO CLAIM CERTIFICATE

(To be submitted on Agency's Letter Head)

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

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

For M/s

Place:

(Signature with Date and Seal)

Annexure - J

INDICATIVE

Name of Contractor / Firm [with full address including contact person for the work tendered.]
--

Following works executed by the firm meeting the specific requirements of the eligibility criteria.

▪ **REQUIREMENT PERTAINS TO PROJECTS COMPLETED IN LAST SEVEN YEARS**

The firm should have executed similar nature of work during the last 7 years to be listed with details as below:

(A) Similar completed works costing not less than the amount equal to 80% of the approx. estimated amount put to tender

- 1. Name of Work : _____
- 2. Name & Address of the client : _____
- 3. Year of executing of the project : _____
- 4. Period of Construction as per Contract : _____
- 5. Date of commencement & date of actual Completion : _____
- 6. Value of Work as completed : _____

[Note: Completion Certificate from the client (Attested copy to be attached)]

(B) Similar completed works costing not less than the amount equal to 50% of the approx. estimated amount put to tender.

- 1. Name of Work : _____
- 2. Name & Address of the client : _____
- 3. Year of executing of the project: : _____
- 4. Period of Construction as per Contract : _____
- 5. Date of commencement & date of actual Completion : _____
- 6. Value of Work as completed : _____

[Note: Completion Certificate from the client (Attested copy to be attached)]

(C) Similar completed works costing not less than the amount equal to 40% of the approx. estimated amount put to tender.

1. Name of Work : _____
2. Name & Address of the client : _____
3. Year of executing of the project : _____
4. Period of Construction as per Contract : _____
5. Date of commencement & date of actual Completion : _____
6. Value of Work as completed : _____

[Note: Completion Certificate from the client (Attested copy to be attached)]

(2) AVERAGE ANNUAL TURNOVER

Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the approx. estimated amount put to tender.

Example:

Turnover for the last three years as on 31st March 2010

Year 2007-2008-	Turnover	₹ _____	Lakhs
Year 2008-2009-	Turnover	₹ _____	Lakhs
Year 2009-2010-	Turnover	₹ _____	Lakhs

Note: Attach duly certified copies of Balance Sheet and Profit & Loss Account indicating that this turnover has been achieved.

(3) SOLVENCY CERTIFICATE

The Solvency required will be 40% of the approx. estimated amount put to tender. The solvency certificate shall from a nationalized or scheduled bank and issued within a period 12 months from the final date of submission of tender

(4) IN-HOUSE DESIGN CAPABILITY (MAY BE ASKED FOR DESIGN & EXECUTION PROJECTS)

Capacity of in-house Planning & Design unit with competent Architects & Structural Design Engineers and Engineers for Design Allied Services

- (a) Competent Architects : _____ Nos.
- (b) Structural Design Engineers : _____ Nos.
- (c) Engineers for Design Allied Services : _____ Nos.

Alternatively tie-up with reputed consultants

- (A) Architectural firms
- (B) Structural Design Firms
- (C) Firm of Design and Allied services

Note: Give full details of design firms along with letter of association for this project.

ANNEXURE – K

TO BE EXECUTED ON STAMP PAPER OF VALUE ₹100/-

FORMAT OF INDEMNITY BOND

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 Licences 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 thereto and rules framed thereunder 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

CONTRACTOR

1.

2.

NOTARY

Integrity Pact

Whereas Hindustan Aeronautics Ltd. ("HAL") having its registered office at 15/1, Cubbon Road, Bangalore - 560 001, India, acting through itsDivision, represented by General Manager / Executive Director hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, like Aircraft Parts/ Avionic Items/ Accessories etc), hereinafter referred to as Stores.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the stores.

2. Whereas the Bidder / Seller is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956.

3. **Preamble**

The Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of.....and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. **Commitments of the Buyer.**

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s) / Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
 - iii) The Buyer will exclude from the process all known prejudiced persons.
- 4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Prevention of Corruption Act 1988 or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.
5. **Commitments of the Bidder(s) / Seller(s).**
- 5.1 The Bidder(s)/ Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- i) The Bidder(s)/ Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
 - ii) The Bidder(s)/ Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder(s)/ Seller(s) will not commit any offence under the Prevention of Corruption Act 1988: further the Bidder(s)/ Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 5.2 The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

6. Previous Transgression

- 6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify bidder's/ Sellers' exclusion from the tender process.
- 6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation (Disqualification from tender process & exclusion from future contracts and Criminal charges against violation by Bidders / Sellers)

- 8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:
- i) To disqualify the Bidder / Seller with the tender process.
 - ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of five years.
 - iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder/Seller for damages, if any. However, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
 - iv) To encash EMD / Advance Bank Guarantees/ Performance Bonds /Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered stores.
- 8.2 If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1 If the **Buyer** has disqualified the Bidder(s) / **Seller(s)** from the tender process prior to the award according to Clause 8, the **Buyer** is entitled to demand and recover the damages equivalent to **Earnest Money Deposit** in case of open tendering.
- 9.2 If the **Buyer** has terminated the contract according to Clause 8, or if the **Buyer** is entitled to terminate the contract according to Clause 8, the **Buyer** shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered stores.

10. Independent External Monitor(s)

- 10.1 The Buyer has appointed Independent External Monitors for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFQ).
- 10.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitors.
- 10.3 The bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitors.
- 10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to Chairman, HAL for a final and appropriate decision in the matter keeping in view the provision of this pact.

11. Law and Place of Jurisdiction

This pact is subject to Indian Law, The Place of performance and Jurisdiction is Bangalore

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Pact Duration

- 13.1 This pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.
- 13.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman, HAL.
- 13.3 Should one or several provisions of this pact turn out to be invalid, The remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

- 14.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2 In case vendor has already signed any IP with MoD for any of their Contracts, the same shall be disclosed and shall sign the Integrity Pact in the same format with HAL also.
- 14.3 In view of the nature of this Pact, this Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4 Nothing contained in this Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.
- 15. This Integrity Pact is signed with HAL exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

16 The Parties hereby sign this Integrity Pact at _____ on _____

BUYER

General Manager
Hindustan Aeronautics Ltd.,
.....Division

BIDDER / SELLER

Chief Executive Officer

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Annexure - L

FORMAT OF UNDERTAKING TO BE FURNISHED AND UPLOADED BY THE CONTRACTOR

Name of work:
Cont. No:

From:

M/s _____

To,
General Manager _____ Division,
Hindustan Aeronautics Limited,

Sub: Tender for Contract 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. _____ to Page No. _____ 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

Annexure - L1

CHECK POINTS TO ACHIEVE SECURITY CONSIDERATIONS IN E-PROCUREMENT SOLUTIONS

Sl. No.	Security Considerations	Please tick	
		Yes	No
1.	Whether the application is secure from making any temporary distortion in the electronic posting of tender notice just to mislead certain vendors?	Yes	No
2.	If yes at 2 above then whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?	Yes	No
3.	Whether application ensures that the tender documents issued to / download by bidders are complete in shape as per the approved tender documents including its entire corrigendum?	Yes	No
4.	Is there any check available in the application to detect & alert about the missing pages to the tenderer, if any?	Yes	No
5.	Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who has already purchased/downloaded the bid documents well ahead of the due date & before uploading the corrigendum?	Yes	No
6.	Whether system is safe from sending discriminatory communication to different bidders about the same e-tendering process?	Yes	No
7.	Whether e-procurement solution has also been customized to process all type of tenders viz. Limited/ Open / Global Tenders?	Yes	No
8.	Whether online Public tender opening events feature are available in the application?	Yes	No
9.	Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?	Yes	No
10.	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?	Yes	No
11.	Whether application is safe from submission of fake bids?	Yes	No
12.	Whether encryptions of bids are done at clients end?	Yes	No
13.	Whether safety against tampering and stealing information of submitted bid during storage before its opening is ensured?	Yes	No
14.	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer?	Yes	No
15.	Whether application is safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage to make it unreadable / invalid in any form before opening of the bids?	Yes	No
16.	Whether introduction of special characters / executable files etc. by users are restricted in the applications?	Yes	No
17.	Whether validity check of DSC is being done at server end?	Yes	No
18.	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?	Yes	No
19.	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, Password, Digital Signature, biometric etc?	Yes	No
20.	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?	Yes	No
21.	Whether log shipping feature is available where a separate dedicated server receives the logs from the application over a web server in real time?	Yes	No
22.	Whether integrity and non-tampering is ensured in maintaining the server clock synchronization & time stamping?	Yes	No
23.	Whether application generates any exception report / system alerts etc. to indicate the resettling of the clock in case the application for time stamping is killed at the server level and time is manipulated?	Yes	No
24.	Whether application ensures that the quotes from various bidders with their name are not being displayed to any one including to the Organization during carrying out of the e-reverse auctioning process?	Yes	No
25.	Whether application is fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer non-repudiation and secrecy of information till the actual opening of tenders?	Yes	No
26.	Whether any comprehensive third party audit (as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT act 2000) was got conducted before first putting it to public use?	Yes	No
27.	Whether application complies with the Commission's guidelines dated 17-09-2009 on security considerations for e-procurement systems?	Yes	No

FORMAT OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

1. In consideration of the HINDUSTAN AERONAUTICS LTD., _____ Division (hereinafter called as "HAL") having agreed to exempt _____ [hereinafter called "the said Contractor/Supplier(s)"] from the demand, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called "the said Agreement"/ said Contract/ said Order), made between _____ and _____ for _____ (indicate the scope of supply) of security deposit for the due fulfilment by the said Contractor/Supplier(s) of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in ₹ / Foreign Currency) (_____ Only), We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [contractor/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in ₹ / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to/ suffered by HAL by reason of any breach by the said Contractor/supplier(s) of any of the terms or conditions contained in the said Agreement/Contract/Order.
 2. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from HAL within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HAL by reason of breach by the said contractor(s)/supplier of any of the terms or conditions contained in the said Agreement./Contract/Order or by reason of the contractor(s)' failure to perform the said Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in ₹ / Foreign Currency).
 3. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in ₹ / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal.
- We, _____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/Order or to extend time of performance by the said contractor/supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said Contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement/contract/order and we shall not be relieved from our liability by reason of any such variation, _____ or extension being granted to the said Contractor/supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HAL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or Bank shall not discharge the Bank of its liability under this deed.
 5. The validity of Bank Guarantee shall be up to..... (dd/mm/yy) and such date shall be 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).

ANNEXURE – N

FORMAT OF COMPLETION CERTIFICATE

It is certified that M/s _____ completed the following contract work physically in all respects by and this certificate is issued on their request.

The brief details of the work are as below.

Name of the Work	:	
Contract No.	:	
Contract Value	:	
Total Contract Value with Deviation Works	:	
Date of Commencement	:	
Date of Completion	:	
Extension of Time-1	:	
Extension of Time-2	:	
Actual Date of Completion	:	
Penalty Imposed, if any	:	
Performance Guarantee, if any:		
Defect Liability Period	:	
Quality of work	:	Poor / Satisfactory / Good / Very Good
Overall performance of Contract	:	Poor / Satisfactory / Good / Very Good

ANNEXURE – O

FORMAT OF UNDERTAKING BY TENDERERS INVITED FOR NEGOTIATIONS

From
.....
.....

To

Hindustan Aeronautics Ltd.
.....

Dear Sirs,

We have been asked vide HAL letter no....., dtd. To submit our revised reduced offers for the above work / attend the negotiations in your office for quoting the revised reduced rates.

We hereby give an undertaking that in the event of the proposed negotiation failing, our original offer for the above work submitted vide our letter No. dated will be available for acceptance by HAL.

We also hereby extend the validity of the above original offer by days.

Thanking You,

Yours faithfully,

For

.....
(Name & Designation)

Date:

ANNEXURE – P

(ON NON JUDICIAL STAMP PAPER OF THE VALUE OF ₹100)

FORMAT OF BANK GUARANTEE FOR MOBILIZATION ADVANCE PAYMENT

1. In consideration of the HINDUSTAN AERONAUTICS LTD., _____ Division (hereinafter called as "HAL") having agreed to make advance payment to _____ [hereinafter called "the said Contractor/Supplier(s)"], under Agreement/Contract/Order No. _____ dated _____ (hereinafter called "the said Agreement"/ said Contract/ said Order), made between _____ and _____ for _____ (indicate the scope of supply), for the due fulfilment of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in ₹ / Foreign Currency) (_____ Only), We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [contractor/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in ₹ / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to/ suffered by HAL by reason of any breach by the said Contractor/supplier(s) of any of the terms or conditions contained in the said Agreement/Contract/Order.
2. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from HAL within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HAL by reason of breach by the said contractor(s)/supplier of any of the terms or conditions contained in the said Agreement./Contract/Order or by reason of the contractor(s)' failure to perform the said Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in ₹ / Foreign Currency).
3. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in ₹ / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal.
4. We, _____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/Order or to extend time of performance by the said contractor/supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said Contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement/contract/order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. 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.
6. 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.
7. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
8. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

ANNEXURE – Q

STATEMENT OF DEVIATIONS FOR APPROVAL IN PRINCIPLE

NAME OF WORK:

PLANT ORDER NO:

CONTRACT NO:

Original date of Completion:
effect of Previous D.O's :
Extended date of completion:
Present D.O's :

Contract Amount : ₹

Financial

Deviation Limit :

Sl. No.	Sl. No. Of Schedule 'A' and item	Description of change and approximate financial effect	Full reasons for proposed Deviation	Whether the Work: a) Awaits appl. In principle b) Is in progress or c) Is complete	Whether the proposed deviation exceeds the amt. of admin approval & if so, by how much.	Whether funds are available to meet the proposed Deviations	Any extrn. Involved owing to Deviations
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

FORMAT FOR FORCE MAJURE CLAUSE

18.3a. FORCE MAJEURE:

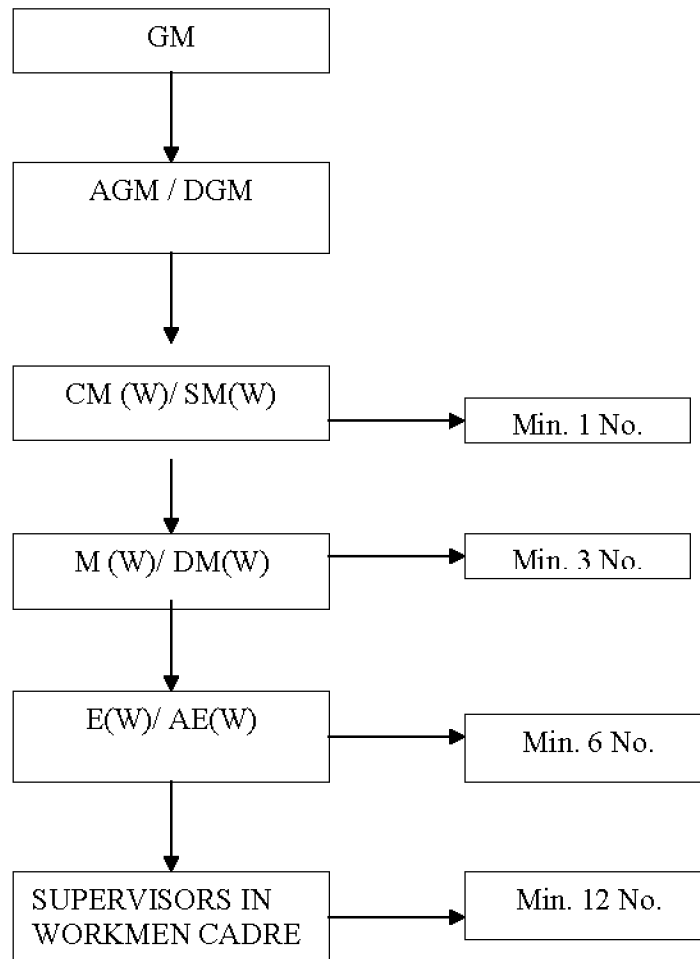
If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, 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 non-performance or delay in performance, if not covered under insurance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this, clause the decision of the Engineer shall be final and binding.
- d. If the contractor is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- 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.

ORGANIZATIONAL CHART

1. For project work in various divisions separate projects team shall be formed at complex level, which shall be headed by an officer of Works & Services Dept. in ED/ GM cadre who shall in turn be reporting to FD/ MD of the Complex. The executives/ supervisors may be decided in accordance with the quantum of work.
2. For carrying out the routine maintenance works/ works other than projects in factory & township of various Divisions Works & Services Dept. organizational chart shall be as under:

**ORGANIZATIONAL SET UP FOR WORKS & SERVICES DEPT. AT DIVISIONS
FOR ROUTINE MAINTENANCE OF FACTORY/ TOWNSHIP**



The above organizational chart for Works Engineering Dept. is minimum required for small divisions. For bigger divisions number of executives & workmen in Works & Services Dept. may be increased as per requirement. The number of officers & workmen is to be maintained in line that the execution work entrusted for Grade I/ II officer shall not cross the limit of ₹ 100 Lakhs per annum.

GENERAL SAFETY CLAUSES

1. General:

The Contractor shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of HAL/MES/CPWD and IS codes and safety manuals. The Contractor shall indemnify HAL from any consequences arising due to Contractor's failure in respect of safety measures. Some of the more important measures are listed below. The Contractor shall implement any further measures which may be required as per the safety codes of HAL/MES/CPWD/ IS codes etc. and the measures which the Engineer may call for during the execution of the work.

The Contractor shall engage labourers aged 18 years and above.

Suitable Technical devices shall be used as much as possible to avoid or limit the loads by manual transport.

The Contractor shall engage suitably qualified persons for training / instructing working techniques, methods of lifting, putting down, unloading and stacking of different types of loads; with a view to safeguarding health & preventing accidents.

The Maximum permissible weight which may be transported manually by a Male worker shall not be more than 50 Kgs.

As far as possible adult women workers should not be assigned to regular manual transport of loads. Women workers should not be assigned to manual transport of loads during pregnancy which has been medically determined.

Where adult women workers are engaged in the manual transport of loads the maximum weight of such loads should be substantially less than that permitted for adult Male workers.

2. Scaffolding:

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 labourer shall be engaged for holding the ladder and suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 vertical).

3. Guard Railing in Scaffolding / Staging / Platforms:

Scaffolding or staging more than 3.25 meters above the ground floor or floor swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter 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 so fastened as to prevent it from swaying from the building or structures.

4. Working Platform / Gangway / Stairway:

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 stairways is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced provided with guard rail as described in 2 above.

5. Access to working platforms and other working places:

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 5 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm. for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

6. Hoisting Machines:

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

Those shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or as a means or suspensions 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 shall be in charge of any hoisting machine including any scaffold winch or give 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 condition under which it is applicable shall be clearly displayed on the machine prominently. 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 the testing.

Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances 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 energised, 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.

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

7. Demolition works:

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 Contractor 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.
- d. All blasting materials shall be stored and handled as per guidelines of relevant authorities.

8. Barricades :

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

- a. Excavation / Hoisting / Lifting areas
- b. Slab Openings
- c. Areas adjudged hazardous by Contractor's or Engineer's Inspection.
- d. Existing property subject to damage by Contractor's operations.
- e. Contractor's employees and those of his sub-Contractors shall become acquainted with HAL / Engineer's barricading practice and shall respect the provisions thereof.

9. Net & Protective Platform:

The Contractor shall provide & maintain a closely knitted PVC net all-round tall buildings throughout the construction period. He shall also provide all-round from external face about 1.5 M+ wide temporary platforms at every 6-7th floor covered with welded steel mesh. This shall be maintained & updated throughout the construction period to avoid any accident due to dropping of construction materials/debris. This shall be strictly followed and work shall be permitted only when complied to satisfaction of the Engineer. If the above are not fully taken care of the Engineer reserves the right to get the same carried out through other agency at the risk and cost of the Contractor.

10. Prevention of Fire and Protection :

All combustible waste materials, wood scaling, soiled rags, etc. should be removed daily and burned in suitable areas.

Fire, welding, and flame cutting should not be permitted in combustible areas. Fires and open flame devices should not be left unattended.

Smoking should be prohibited in all flammable material storages, viz. carpentry, paint shops, garages, service stations, etc. "No Smoking" signs should be posted on all such areas.

Accumulation of flammable liquids on floor, walks, etc. should be prohibited. All spills of flammable liquids should be cleaned up immediately.

Flammable liquids, lubricants, etc. should be handled and transported in safety containers and drums which can be kept tightly capped.

Petrol or other flammable liquids with a flash point below 100 Deg F should not be used for cleaning purposes.

Oxygen cylinders should not be stored with combustible materials.

All electric installations should be properly earthed. Repairs should not be made on electrical circuits until the circuit has been de-energized.

Fire extinguishers & fire buckets, painted red, should be provided at all fire hazardous locations. Extinguishers should be inspected, serviced & maintained in accordance with manufacturer's instructions. The inspections should be evidenced by notations on the tag attached to the extinguisher.

Handling of Hazardous materials shall be as per statutory regulation.

11. Electrical Equipment:

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

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

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

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

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

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

Proper and adequate earthing connection to be provided for all installation, plant machinery and distribution system.

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

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

12. Protective equipment / gears:

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

- Workers employed on mixing cement concrete shall be provided with protective footwear & protective goggles, hand gloves of polythene type.
- Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- Those engaged in welding works shall be provided with welders protective eye-shields.
- The following safety equipment should be provided to workers as required and their use enforced. Rubber boots; hard toe protective safety boots; hard hats & helmets, safety belts; goggles for stone/concrete cutters, gas welding aprons, respirator shields, manila ropes and slings for life lines, gloves, flash lights, battery lamps, safety nets, boatswains chairs, helmets, life and ring buoys.

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

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

13. Other Safety Measures:

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

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

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

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person

for injury sustained owing to neglects of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

14. First Aid and Industrial Injuries:

- i. Contractor shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.
- ii. Contractor shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall be furnished to HAL prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.
- iii. All critical industrial injuries shall be reported promptly to the ENGINEER – IN – CHARGE and a copy of Contractor's report covering each personnel injury requiring the attention of a physician shall be furnished to HAL.

15. Maintenance:

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

16. Enforcement:

To ensure effective enforcement of the rules and regulations relative to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representatives and the Inspecting Officers.

17. Displays:

These safety provisions shall be brought to the notice of all concerned by display on a notice board at prominent places at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

18. Work permits:

Contractor shall take work permits from concerned departments of HAL as per requirements before commencement of the work everyday.

The contractor shall at his own cost and responsibilities follow all the safety rules and regulations and safety codes such as: -

IS codes
(Latest Revisions)

As applicable to the relevant work

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

ANNEXURE – U

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF VALUE OF ₹ 100/- WITHIN 30 DAYS OF ACCEPTANCE LETTER)

AGREEMENT

CONTRACT No. –

CONTRACT FOR –

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

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

Now, This Agreement witnesseth as follows: -

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

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

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

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

4. If the Contractor fails to perform the contract or carry out the contract to the satisfaction of the Company within the period fixed for the purpose of at any time repudiates the contract before expiry of such period, the Deputy General Manager (Works) or any Officer of the Company so authorizes may, without prejudice to the right of the Company to recover from the Contractor, damages for the breach of the contract, terminate the 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 - _____ Division or accepting authority of HAL is final with regard to the satisfactory performance of the contract and is binding on both the parties.

5. In the event of any dispute arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitration of an Engineer Officer to be appointed by the Managing Director 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 Manager (Works), Contract Section, on behalf of the Company and the Contractor/s. The letter of Acceptance and all the letters referred therein will also form part of this agreement.

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

8. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen at Bangalore and only Courts in Bangalore shall have jurisdiction to determine the same

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

For HINDUSTAN AERONAUTICS LIMITED
(_____ Complex)

GENERAL MANAGER
_____ DIVISION SIGNATURE OF CONTRACTOR/s

Witnesses;

1.

2.

Witnesses;

1.

2.

ANNEXURE – U-1

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF VALUE OF ₹ 100/- BEFORE PAYMENT OF FINAL BILL)

AMENDMENT TO CONTRACT AGREEMENT

AMENDMENT DATED:..... TO CONTRACT No.

NAME OF WORK:

PLANT ORDER No. :

1. WHEREAS on An agreement has been entered into between M/s. (hereinafter referred to as Contractors) and Hindustan Aeronautics Limited (BC), Bangalore – 560 017 (hereinafter referred to as Company) under which the Contractor among other conditions contacted to execute the work of and fully complete the terms and conditions therein contained in the said agreement dated And the said parties are now desirous of modifying the same agreement in certain particulars, it is hereby agreed to as follows:

2. FIRSTLY that the quantities in individual items have exceeded the limit of deviation on minus side and individual items plus side, and the new trade items incorporated in the contract have exceeded the deviation limit and the Contractor has agreed to execute the revised quantities without any extra claims, on the same terms and conditions and rates for these at which the work of “” under P.O No..... has been entrusted to the Contractor in terms of Company's Acceptance Letter No. FM/1023/..... Dated:..... mentioned in the agreement Dated:

3. SECONDLY that due to the aforesaid deviations and other minor deviations in the items of work the total approximate value of ₹..... accepted in Acceptance Letter No. FM/1023/..... Dated: has been altered to ₹..... (Rupees only) being priced at the rates conditions and terms accepted by the Company's Acceptance Letter No. FM/1023/..... Dated: In connection with the contract work “” P.O No. and the Contractor has agreed to execute the same without any extra claims.

4. Further, it is also agreed to accept the final bill payment of ₹. _____ in full and final settlement of all our claims against HAL under the aforesaid contract without raising any disputes.

5. LASTLY THAT the aforesaid agreement except for the change referred to above still holds good in all particulars and will be in force in all respects and particulars.

6. WHEREAS that the work referred to above has been completed and whereas it is necessary that the terms and conditions under which the deviations were agreed to be executed should be embodied in an amendment to contract agreement, the said terms and conditions of amendment are hereby recorded as above.

IN WITNESS WHEREOF the said parties herein set their hands as shown below:

For Hindustan Aeronautics Limited
(Bangalore Complex)

DIVISION HEAD
or
ACCEPTING OFFICER
[As Delegated by Division Head]

CONTRACTOR/s SIGNATURE

WITNESSES:

- 1.
- 2.

WITNESSES:

- 1.
- 2.

Note: For Service Contracts, *Para 2* to be changed as under and other *Paras* remain same.

2. FIRSTLY due to consequence revision of wages/ increase in DA / Service Tax /other statutory increases if any..... Have exceeded the Deviation Limit / contract value and the Contractor has agreed to execute the same without any extra claims, and with the same terms and conditions accepted in agreement Dated.....for service contract of “” under P.O No..... has been entrusted to the Contractor in terms of Company's Acceptance Letter No. Dated:.....

ANNEXURE – V

PERFORMANCE APPRAISAL OF CONTRACTOR FOR CONSTRUCTION WORKS to be done every THREE Months

Name of the work	:	
Name and address of Contractor	:	
Accepted Tender Amount	:	
Completion period as per tender	:	
Cost on Completion	:	
Period Covered by this Appraisal	:	

HAL's Performance appraisal program provides the opportunity quarterly for a contractor in a job performance which records performance recognition and improvement plans. It assists HAL in making decisions about continuing the contract and selection of contractor for similar work. In addition, the appraisal process assists HAL in the identification of training resources needs.

IMPLEMENTATION PROCEDURES FOR CONTRACTOR'S PERFORMANCE APPRAISAL PROGRAM

1. HAL informs the contractor that an appraisal will be conducted and invites the Contractor to complete a self-appraisal in preparation for the appraisal interview before Engineer-in-Charge.
2. HAL conducts the appraisal interview with the contractor and affords the contractor a reasonable period of time to complete his / her additional commitments.
3. The final appraisal must be completed by HAL and signed by the contractor and HAL. Any entries or comments places on the form including the signature must not be written in pencil.
4. The original of the performance appraisals must be forwarded to the Contract section of FMD for the Contractor's file. HAL must give a copy of the appraisal to the Contractor also.
5. Any exception to the use of appropriate performance appraisal form or process must be approved by the **Divisional Head**.

4	Consistently Exceeds Job Requirements
3	Fully satisfies Job Requirements
2	Slightly Below Job Requirements
1	Immediately Needs To Be Improved
NA	Factor Does not Apply To This Position

A.	Mobilization of adequate I & P	NA	4	3	2	1
1.	Earth moving equipment like excavation etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2.	Equipment for hoisting & lifting like hoist, crane etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3.	Equipment for concrete work like batching plant / RMC / concrete pump, concrete transit mixer, concrete mixer, vibrator (Needle / Table) etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.	Equipment for building work like bar bending machine, wood thickness planks, Drilling machine, concrete cutting machine, welding sets / generators, steel shuttering, steel scaffolding.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5.	Equipment for road work like road rollers, bitumen paver, hot mix plant, spreaders, earth rammers, vibratory road rollers etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6.	Equipment for transportation like tippers, tracks etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.	Other equipments like Air compressors, pumps, generators etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

B.	Mobilization of man power	NA	4	3	2	1
1.	Unskilled labour	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2.	Semi skilled / skilled labour like carpenters, barbenders, welders, etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3.	Supervisory staff	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.	Engineers Diploma / Graduates	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

C.	Time schedule	
	Total completion time of work : ----- months	
	i. Whether weekly time schedule / programme submitted: Yes / No.	
a)	Work required to be done in ¼ th time schedule	
	As per Programme	As per actual
i)	Financial Rs .	₹
ii)	Physical %	%
b)	Work required to be done in ½ the completion time :	
	As per Programme	As per actuals
i)	Financial	
ii)	Physical	
D.	Quality	

Part 2:

A _____
Contractor's Assets:

B. _____
 Describe the Contractor's job-related areas that need improvements and the action(s) to be taken by the supervisor and the contractor to improve each area.

Area(s) to be improved	Contractor's Action	Engineer-in-charge Action
------------------------	---------------------	---------------------------

C. _____
 If, in the previous appraisal of this contractor, areas were identified that needed to be improved, describe what has or has not been accomplished.

D. _____
 Overall job performance level The requirements of the job.

- Excellent** > 90 %
- Good** > 80 %
- Satisfactory** > 70 %
- Needs Training** > 60 & < 50
- Below** < 50

Part 3:

COMMENTS

 Signature of Engineer-in-charge

 Date

Part 4:

CONTRACTOR'S COMMENTS

I have been given the opportunity to examine the contents of this report. I certify that my job performance was appraised and discussed with me.

 Contractor's Signature

 Date

If you disagree with your appraisal, you should discuss the appraisal further with HAL in an effort to reach an agreement. If you still do not agree, sign below and submit in writing a rebuttal of appraisal to the next level of supervision within two days of the meeting with Engineer-in-charge. This statement of rebuttal will be attached to your appraisal and sent to Divisional Head. I do not agree with this appraisal.

 Contractor's Signature

 Date

NOTE:

The performance shall be reviewed by Engineer-in-charge through performance appraisal system quarterly and same shall be further reviewed monthly if performance level reduces by 70% [Below satisfactory level].

On monthly review, if the performance level not improved for next THREE months, then the said contract is liable for CANCELLATION / FORECLOSURE at risk and cost.



Hindustan Aeronautics Limited

**APPLICATION FOR REGISTRATION OF CONTRACTORS
(FOR CIVIL, ELECTRICAL, MECHANICAL & SERVICE WORKS)
(FOR WORKS UPTO Rs. ONE CRORE)**

GENERAL INSTRUCTION

1. Hindustan Aeronautics Limited, Bangalore Complex invites applications from reputed, interested & eligible Contractors including existing registered agencies who are having extensive and proven track record experience in the following works to register with HAL for two years.

2. The proposed registration comprises for Civil works, E & M works & Service works:

a) CIVIL WORKS includes,

- i) Industrial Buildings
- ii) Office Building construction works
- iii) Residential buildings
- iv) Road work
- v) Water proofing
- vi) Specialized works like pre-stressed concrete, runway pavement etc.
- vii) Water supply and Sewage work
- viii) Interiors
- ix) Boundary walls / compound wall
- x) Structural steel work
- xi) Rehabilitation works
- xii) Annual Term Contracts for Maintenance and Minor works

b) ELECTRICAL & MECHANICAL WORKS includes,

- i) LT Electrical works
- ii) HT Electrical works
- iii) Air conditioning works
- iv) Compressed Air Pipelines
- v) Crane

c) SERVICE WORKS includes,

- i) Housekeeping works
- ii) Horticulture works
- iii) Manpower supply for various works
- iv) Electrical maintenance works
- v) Telecom maintenance
- vi) Comprehensive maintenance for AC equipments

2(a) Contractors shall be registered in one of the following categories depending upon their meeting the minimum criteria as specified below: -

CATEGORY	VALUE OF CONSTRUCTION CONTRACT , TO WHICH THE CATEGORY APPLIES
E	75.00 L – Less than 100.00 L
F	50.00 L – Less than 75.00 L
G	25.00 L – Less than 50.00 L
H	10.00 L – Less than 25.00 L
I	5.00 L – Less than 10.00 L
J	2.00 L – Less than 5.00 L
K	Less than 2.00 L

2(b) All the existing Registered Contractors are also required to check their Registration No. and profile on e-portal.

2(c) Govt. owned enterprises may also participate in the registration, only if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the company.

3(a) Eligibility criteria: -The minimum value of similar nature of works, average annual turn over and, value of Bankers solvency shall be as under:

Category	Value of construction contract , to which the category applies	Min. value of similar nature of works during the last 5 years			Average Annual Turnover in the last 3 years	Solvency to be furnished
		THREE Works of each [in Lakh]	TWO Works of each [in Lakh]	ONE work of [in Lakh]		
1	2	3			4	5
					[in Lakh]	[in Lakh]
E	75.00 L – Less than 100.00 L	40.00	50.00	80.00	30.0	40.00
F	50.00 L – Less than 75.00 L	30.00	37.50	60.00	22.50	25.00
G	25.00 L – Less than 50.00 L	20.00	25.0	40.00	15.0	15.00
H	10.00 L – Less than 25.00 L	10.00	12.50	20.00	7.50	7.50
I	5.00 L – Less than 10.00 L	4.00	5.00	8.00	3.0	5.00
J	2.00 L – Less than 5.00 L	2.00	2.50	4.00	1.50	2.50
K	Less than 2.00 L	No Minimum Experience			NA	0.75

I The applicant should have satisfactorily completed works, (at least one of them in Central-Govt./Central autonomous body / Central PSUs) of similar nature of work during the last Seven years. For this, 'cost of work' shall mean gross value of completed work including cost of material supplied by the Govt /client, but excluding those supplied free of cost. Certificate for the completed works signed by the Engineer/Project in-charge shall be uploaded as a supporting document. The minimum eligibility criteria for the above for each category shall be stipulated.



- II The Contractors should have provided similar works as listed in Para 3(a) above worth not less than an average amount, as specified for a particular category in Para 3.
- III The Contractors who are registered with PWDs/ CPWD/ MES/ Railways/ Public Sector Undertakings are required to provide necessary documents in support of the same at appropriate space.
- IV Only Indian firms need to apply.
- V Incase of private works the same shall be supported with TDS certificate.
- 1 The applicant should have had average annual turnover (gross) of Rs. _____ in lakhs during the last three years ending **31st March of the preceding year**. This should be duly certified by a Chartered Accountant. Year in which no turn over is shown would also be considered for working out the average.
2. Value of standing EMD for each Category is as mentioned below.

The financial standing and background of a contractor has been duly verified to the full satisfaction of Appropriate Technical Authority, such contractor may be permitted to make, in the prescribed form, a standing earnest money deposit as specified below, which may be held as common deposit towards earnest money in respect of the several works for which he may submit tenders. The amount of Standing Earnest Money Deposit shall be as follows (interest free):

Category of Registration	Value of works	Standing EMD Amount in ₹
E	₹ 75.001 Lakh upto ₹ 100 Lakh	₹ 4,37,500/-
F	₹ 50.001 Lakh upto ₹ 75 Lakh	₹ 3,12,500/-
G	₹ 25.001 Lakh upto ₹ 50 Lakh	₹ 1,87,500/-
H	₹ 10.001 Lakh upto ₹ 25 Lakh	₹ 87,500/-
I	₹ 5.001 Lakh upto ₹ 10 Lakh	₹ 37,500/-
J	₹ 2.001 Lakh upto ₹ 5 Lakh	₹ 17,500/-
K	Below ₹ 2 Lakh	₹ 10,000/-

Note:-

- vi) Contractor's having standing earnest money deposit will be allowed to quote for the works up to which they are registered. They can quote for any number of works within their registered category.
- vii) Any contractor who wants to quote for higher category than registered shall be allowed to participate by paying individual EMD stipulated for that work provided they meet all other eligibility criteria.
- viii) The amount of Standing Earnest Money Deposit will not carry any Interest.
- ix) Information on Registered Contractors shall be shared among various HAL Divisions.



u) Details to be furnished with application:

a	Details, Constitution and legal status of the organization
b	Registration available with other organizations.
c	Copies of IT returns for the last 3 years.
d	Details of Annual Turn-Over / Financial strength. Copies of Audited Balance Sheets for the last 3 years
e	Key personnel available for management and supervision of the Project/works, their qualifications & experience.
f	Write up on Project planning and quality control procedures.
g	Bank details
h	Name of Bankers & financial standing as certified by Bankers and Solvency Certificate from any Nationalized / Scheduled Bank issued NOT LESS THAN 06 MONTHS.
l	Details of the person holding power of attorney
j	Experience on works similar to those listed above and attested copy of certificates issued by nodal officers.
k	Litigation history, liquidated damages, disqualification etc.

6. Application for registration to be submitted online in the prescribed Application format. On filling the Application format, agency has to pay Rs.1000/- for categories E to H and Rs.500/- for categories I to K towards the application processing charges.

- v) HAL reserves the right to accept or reject any application and to annul the registration process and reject all the applications at any time, without assigning any reason or incurring any liability to the applicants.

**DEPUTY GENERAL MANAGER
(FACILITIES MANAGEMENT DIVISION)
HINDUSTAN AERONAUTICS LIMITED**



TERMS AND CONDITIONS

INSTRUCTIONS

1. Applications shall be submitted in the prescribed application forms only. Details / information furnished in the application form should be supported with the self-attested copies of the documents / credentials as stipulated and shall be uploaded as a supporting document. All these supporting documents should be serially numbered and appropriately linked to the respective serial numbers in the application form for easy reference. Applications received with incomplete details / documents and not found in accordance to the above requirement shall not be considered. Applications received in any other form, other than the prescribed form shall be summarily rejected.
2. The Contractor shall not, without the written approval of HAL, assign or transfer the Registration or any part thereof or any share, or interest there-in to any other person.
3. The applicants are cautioned that not giving complete information called for in the application or not giving it in clear terms or making any changes in the prescribed forms or deliberately suppressing the information may result in the application being summarily disqualified.
4. HAL reserves the right to reject any or all of the applications without assigning any reason.
5. Even though an applicant may satisfy the above requirement, he would be liable to disqualification if he has made misleading or false repression or deliberately suppressed this information in the forms, statement and enclosures required in the registration document.
6. Inclusion on the panel of Contractors does not assure an invitation to tender or an engagement of services. All the divisions of HAL (BC, HC & DC) may operate Panel of registered Contractors or may choose to advertise for tenders based on the requirement.
7. The employer reserves the right to accept or reject any application and to annul the registration process and reject all the applications at any time, without assigning any reason or incurring any liability to the applicants.
8. Following shall be the rules with respect to the eligibility of a contractor:-
 - (a) No individual, or a firm having such individual as one of the partners, who is a dismissed government servant; or removed from the approved list of contractors; or having business banned/ suspended by any Government department in the past; or convicted by a court of law shall be Entitled for enlistment.
 - (b) No employee of HAL/Govt Dept./ Other PSUs shall be eligible for a period of two years after his retirement. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of HAL as aforesaid, the name of the contractor shall be removed from the list of enlisted contractors. i.e. contractor is not permitted to have enlistment in more than one name.

CHANGE IN CONSTITUTION OF THE FIRM

9. Any change in status of the contractor as an 'Individual' or in constitution of the firm without prior approval of the enlistment authority will render the contractor/firm liable to be removed from the approved list of contractors.
 - (a) If a firm is converted in two or more firms by any action of its partners, the new firm(s) or any separated partner(s) in his (their) individual / joint capacity shall have to apply for the enlistment afresh on the basis of work experience gained as a separate entity.
 - (b) If the number of original partners of a firm reduces to less than half due to any reason including death of partner(s), the enlistment of the firm shall be with drawn.

RELATED AND SUBSIDIARY COMPANIES

10. Pre-qualification of a Contractor does not extend to related or subsidiary companies owned or controlled by the contractor. Any such company should apply to register for pre-qualification in its own right.

ASSESSMENT AND NOTIFICATION

11. By signing the application form, the Contractor authorizes HAL to seek verification on the information supplied and related matters.
12. Applicants shall, on request, provide any necessary authority to enable relevant enquiries to be carried out.
13. HAL reserves the right either to accept or reject the application for registration without assigning any reason.
14. Contractor will only be considered for registration in the categories of work and up to the financial limits for their demonstrated experience and capacity.
15. HAL will not register Contractors for levels higher than the category applied for. Registration in higher category is automatically applicable to registration in lower categories in the same type of works.

REVIEW / UPDATING OF PANEL OF CONTRACTORS

16. Unless circumstances warrant an earlier review, a Contractor's registration status will remain valid for a period of 2 years from the date of approval or the date of any review that confirms the status.
17. After submission of their application for registration, Contractor must notify HAL promptly, if there is any:
 - (a) Substantial change in their financial or technical capacity
 - (b) Change in their business (such as company name, address)
 - (c) Change to ownership or holding, including any transfer of key personnel.
 - (d) Any other significant change in information provided in the application for Registration.

18. A review of the registration status of Contractors may be initiated by HAL before expiry of the specified period of 2 years:
 - (a) If the registered Contractor consistently fails to meet the required performance Standards.
 - (b) At the request of a registered Contractor (for their own review)
19. The Contractor must provide all details required for the review upon request. Failure to comply with any request by HAL for such information may result in suspension of registration.
20. Registered Contractor will be notified in writing of the result of any review of registration.

SUSPENSION AND REMOVAL FROM REGISTRATION LIST

21. HAL may, in its absolute discretion suspend or de-register a Contractor who, at any time, for the following reasons: -
 - (a) Breach of any of the registration conditions
 - (b) Habit of pressing unfair claims against HAL
 - (c) The quality of work has been found unsatisfactory
 - (d) Rate of progress in the execution of work has consistently been unduly slow
 - (e) Failed to quote for the work consistently for three years
 - (f) Persistently violates any important conditions of the contract; or
 - (g) Has indulged in any type of forgery or falsification of records; or
 - (h) Changes constitution of the firm or Individual without prior approval of the Enlistment authority; or
 - (i) Record of Poor performance such as abandoning the work, not properly completing the contract or financial failures/weakness etc.
 - (j) Is declared or is in the process of being declared bankrupt, insolvent, wound up, Dissolved or partitioned; or
 - (k) Persistently violates the labour regulations and rules, or
 - (l) Is involved in complaints of serious nature received from other departments which prima facie appear to be true.
 - (m) Defaults in settlement of tax dues like income tax, Works Contract tax, sales Tax /VAT, octroi, duties etc.
22. Before such action is taken, the Contractor will be given details of the matters prompting the decision and will have an opportunity to show cause why registration should not be suspended or cancelled and the Contractor de-registered. However, HAL's decision on the above will be final and binding on the contract.
23. A determination by HAL of any application for registration or for reclassification, suspension or de-registration is at its absolute discretion.
24. HAL will not be liable for any costs or damages incurred in the above exercise of such discretion.

CONFIDENTIALITY AND PUBLICITY

25. Information provided to HAL remains confidential except for Divisions and Offices of HAL, who use the Panel to select Contractors for their construction projects/works and external assessors who assist with process of registration.
26. HAL may use external assessors to assist with the scrutiny of applications and reviews of registration. In these cases, the external assessors will be required to maintain confidentiality of all information received.
27. Registered Contractor should not advertise, promote or publish their registration status without the prior written consent of HAL.

TENDER AND CONTRACT CONDITIONS

28. Registration entitles a Contractor to be considered for invitation to tender within categories of works and services for which they apply and are qualified. It does not obviate the need for the Contractor to fully comply with the terms of notice inviting tender, conditions of Tendering and other Contract Conditions that may apply to a particular project or tender invitation.

ACCEPTANCE OF CONDITIONS

29. By signing the application form and applying for registration with HAL, Contractors agree to accept these Conditions of Registration.

ACCEPTANCE OF CONDITIONS

30. The terms & conditions of registration stated above are accepted and submitted the application online for Registration.

Signature of Applicant
with Seal & Date

Application for Registration as Contractor (For Works Below ₹ 1.0 Crore)

SL. No.	(Office use only)	Category applied -
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Complete all sections of the form / sign the declaration and send the completed form and attachments in a sealed envelope marked 'Application for Registration as Contractor' along with Demand Draft / Pay Order for ₹/- (Non-refundable) drawn in favour of HAL

To

Division, HAL
PIN.....

Section 1: Applicant Particulars

Name of the Individual / Firm / Company:					
Constitution or Legal Status					
Registration Number:		Registering Authority		Date of Registration	
Registered Address:					
Contact Person Name & Designation:					
Address for correspondence:					
Tel. No.			Fax No.		
Mobile No.			Email Address:		

DECLARATION:

(This declaration should be completed by a proprietor, partner, director or other senior personnel who has the authority to do so.)

'I accept the HAL Conditions of Registration and declare that the particulars shown herein are true & correct in every detail.'

Signed: Name:
 Position:Date :

Details of person holding the Power of Attorney (If different from above)

(Attach attested copy)

Name..... Tel. No. (.....) Mobile No.....
 Position: Fax No. (.....)

Section 2: Applicant Profile

aa) Type of Ownership:

- Individual Partnership Ltd. Company (Pvt./Public)
 PSU / Govt. Undertaking Research Institute Trust

Joint Venture or other tie-up for Technology, equipment, financial backing and/or Project Management (Please specify)

Other, please specify

- Enclose copies of Income Tax Return (in case of individual)/Partnership Deed/Articles Memorandum of Association/ JV Agreement/ Certificate of Incorporation/ Certificate Registration etc., as applicable, duly certified by Chartered Accountant.

vi) Registration is available with:

Company	Registration Number	Dated	Validity	Value of Contract for which Registered	Class/Type of Registration
HAL or its Division					
PSUs					
CPWD					
Central/State Govt.					
Railways					
MES					
Others (Specify)					

- Attach necessary certificates from the registering authorities.

2.3 Attach copies of I. T returns for the last 3 years.

2.4 Details of Sales Tax assessed, as per clearance Certificate, in the last 3 years :

YEAR	2007-08	2008-09	2009-10
Amount Assessed (₹. Lakhs)			
Amount paid / Payable (₹. Lakhs)			

- Attach copies of Sales Tax clearance certificate for the past 3 years.

2.4.1 List the names of Owners / Partners / Promoters and Directors/Company Secretary / Holder of Power of Attorney, as applicable, in the format detailed below:

Name of the owners/ Partners/ Promoter & Directors / Company Secretary/Holder of Power of Attorney	Address	Whether owner/ Partners/ Promoter & Directors / Company Secretary/Holder of Power of Attorney	Extent of share holding in the Firm/Company as the case may be

2.5 List the names & addresses of all associated, subsidiary & holding companies, including trusts

Company Name	Address	Nature of Business	Relationship with Applicant

2.5.1 Qualifications and Experience of Key Management and Technical personnel. Attach biographical data.

Position	Name	Qualifications	Years of Experience (general)	Years of Experience in the position of assignment	Membership of Professional bodies associations etc.,
Project Manager					

2.6 Company's Total Technical personnel by Discipline:

Discipline	Number of Personnel	Discipline	Number of Personnel	Discipline	Number of Personnel
Architects		Civil Engineers		Structural Engineers	
Surveyors		Soil Engineers		Mechanical Engineers	
Draftsmen		Sanitary Engineers		Electrical Engineers	
Estimators		Geologists		Landscape Architects	
Specification writers		Environmental Engineers		Total	
Site Supervisors		Schedulers		Total Personnel	

2.7 Give details of Major Construction Equipment as per format detailed below:

Item of Equipment	Capacity	Owned/Leased/ to be procured	Nos.	Age/Condition	Remarks
1	2	3	4	5	6
Documents Attached					YES / NO

2.8 Give a short write-up on Project Planning & Quality Control procedures in practice in your organization or proposed to be adopted.

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Section 3: Financial Details

3.1 Annual turnover in the past 3 years:

YEAR	2007-08	2008-09	2009-10
Annual Turnover (Rs. Lakhs)			
Profit / Loss (Rs. Lakhs)			

3.2 Attach the following audited financial statements, as applicable, for the past five financial years and place a tick mark in the appropriate column as confirmation of having enclosed the appropriate documents with the application.

Year	2005-06	2006-07	2007-08	2008-09	2009-10
Balance Sheet					
Profit/Loss Statement					
Notes to the Accounts					
Director's Statement/Report					
Auditor's Report					

IMPORTANT NOTE – Financial Assessment:

Hindustan Aeronautics Limited may use independent agencies to conduct financial assessments and prepare reports on all contractors applying for registration, and for regular reviews.

Before the assessment of this application can be completed, a representative from one of these agencies may contact you concerning the financial information that you provide. Your co-operation is required to assist in the assessment process. Failure to co-operate with the agency may affect registration.

The financial assessment reports specifically for use by HAL for the purpose of assessing contractors for registration and will be treated as strictly confidential.

3.3. Bank(s) details:

Will you authorize your Bank/s to supply HAL with a Reference as to your financial position, if required?		YES / NO
Name of Bank (Scheduled Commercial Bank) & Branch		
Name and Designation of Contact person:		
Address		
Tel No.:		

3.4. If operating an overdraft, please state, Bank-wise details:

- a) The limit of your overdraft ₹.....
- b) The type and value of the securities lodged to obtain the overdraft
- i) Company's or firm's securities ₹.....
- ii) Personal or other securities ₹.....

3.5. Bank-wise balance at the end of the past three calendar months:
[circle whether over-draft (O/D) or credit (CR)]

April 2010	O/D	CR	₹.....
May 2010	O/D	CR	₹.....
June 2010	O/D	CR	₹.....

3.6. Bank Guarantees:

State value of Bank Guarantees, Bank-wise, currently issued ₹.... ..

3.7 Solvency:

Name of Bank & Branch	Bank's Reference and Date	Value Rs. In Lakhs

- Attach Banker's Statement in the prescribed format detailed above, in respect of para 3.4, 3.5, 3.6 and 3.7, Bank-wise.

3.8 Have you ever been, whether in the capacity of sole trader, partner, company director, manager or company secretary, either:

1. Declared Bankrupt or compounded with or made an assignment for the benefit of creditors?
YES / NO

CC) Engaged in the management of any company which has taken or had instigated against it any action resulting in the winding up of the company, being placed under official management or had a receiver and manager appointed?
YES / NO

Note: If you have answered 'Yes' to either 1 or 2 above, please attach all relevant details. Failure to disclose any of the above matters may affect your pre-qualification.

Section 4 – Registration Categories / Work history

4.1 Tick the categories for which you seek registration

CIVIL WORKS

- i) Industrial Buildings
- ii) Office Building construction works
- iii) Residential buildings
- iv) Road work
- v) Water proofing
- vi) Specialized works like pre-stressed concrete, runway pavement etc.,
- vii) Water supply and Sewage work
- viii) Interiors
- ix) Boundary walls / compound wall
- x) Structural steel work
- xi) Rehabilitation works
- xii) Annual Term Contracts for Maintenance and
- xiii) Labour indicative contracts
(Supply of Manpower Contract with or without Material supply)

HAL will not register contractors at levels greater than the category applied for. However, registration from a higher category to a lower category for the same type of works is admissible.

4.2 List total value of Construction work performed in the last SEVEN years.

Year	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Value of Construction work performed (Rs. In Lakhs)							

4.3 Give a list of work performed (i) 3 similar works costing not less than 40% of the average value of category applied. OR ii) 2 similar works costing not less than 50% of the average value of category applied. OR

iii) 1 similar work costing not less than 80% of the average value of category applied as prime contractor (In the same name) on works of a similar nature over the last Seven years in the following format.

Project Name	Name of Employer (*)	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reason for delay in work completed
1	2	3	4	5	6	7	8	9
(*) Details of performance certificate(s) from the Nodal Officer or his nominee(s) In-charge, in respect of each individual work executed and listed in the format attached.							YES / NO	

4.4 Quantities of work executed as prime contractor (in the same name and style) in the last seven years:

YEAR	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Name of the work							
Contract Reference*							
Quantity of work performed (Cum)							
a) Earth work (Excavation / Embankment)							
b) Concrete (PCC / RCC)							
c) Structural Steel work							

- Attach certificate of Nodal Officer or his nominee(s) in-charge.

4.5 (A) Existing commitments and on-going works
Give a list of work in hand as per format detailed below.

Description of work	Place & State	Contract Number and date	Name of Employer and Address	Value of contract (Rs. Lakhs)	Value of Civil work	Stipulated period of completion	Value of works remaining to be completed (*) (Rs. Lakhs)	Anticipated Date of Completion
1	2	3	4	5	6	7	8	9
(*) Details from the Nodal Officers / Nominee in-charge attached. YES / NO								

dd) Works for which bids already submitted
Give a list of works for which bids have been submitted by you and a decision is still awaited.

Description of work	Place & State	Name of Employer and Address	Estimate value of contract (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7
Details of Work attached.						YES / NO

4.6 Do you and / or you identified sub-contractor possess valid license for executing the water supply / sanitary works;

YES / NO

State class / Category of License

4.7 Specify value of water supply / sanitary works executed in the last seven years in your name:

Year	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Name:							
Amount (Rs. In Lakhs)							

4.8 Information on litigation history, in which the Bidder is involved.

Other party(ies) (Dispute involved with)	Name of Employer	Cause of dispute	Amount involved.	Remarks showing present status.
1	2	3	4	5
Details Attached.				YES / NO

4.9 In the last 5 years, has your firm, or any firm with which any of your company's owners, officers, partners were associated, been debarred, disqualified, removed, blacklisted or otherwise prevented from bidding or competing any contract?

YES / NO

If yes, state the project and the basis for the action.

4.10 At any time in the last five years, has your firm been assessed for and paid liquidated damages after completion of a project under a construction contract?

YES / NO

If yes, give details in following format:

Project Name	Name of Employer and Address	Date of Completion of The Project		Amount of Liquidated Damages (In Rupees)		Other information necessary to fully explain the assessment of liquidated damages
		Scheduled	Actual	Assessed	Paid	
1	2	3	4	5	6	7
Details Attached						YES / NO

4.11 Statement of compliance under the requirement (Details to be furnished with Application) of "Conditions of Registration as Contractor"

Details of Architects/Consultants, with whom the Applicant is associated or has been associated in the past directly or indirectly.

Name of Architect/ Consultants	Address, Contact Person & Telephone number	Details of association
<u>1</u>	<u>2</u>	<u>3</u>

5. Please provide any additional information required for fulfilling the requirements of clauses in the "Conditions of Registration as Contractor"

DECLARATION

1. I/We declare and confirm that -
 - a. All information and attachments submitted in this application are true and correct.
 - b. I/We are aware that any false information provided herein will result in the rejection of my application and suspension of any registrations granted.
 - c. I/We shall not make refund claims of expenditure incurred in processing this application.
 - d. I/We enclose herewith a pay order / banker's draft number drawn on Bank..... For Rs. as processing fee.

Signed: Name:

Position: Date:

Official Seal



Hindustan Aeronautics Limited
..... Complex

APPLICATION FOR REGISTRATION OF CONTRACTORS
(For Civil works and allied services costing **ONE CRORE** and above)

General Instructions

1. Hindustan Aeronautics Limited, Bangalore Complex invites applications from reputed, interested & eligible Contractors **including existing registered agencies** who are having extensive and proven track record experience in the following works and register with HAL for a period of 3 years.

2. The proposed construction includes Industrial Buildings/ Factory Buildings/ Aircraft Hangars, Dynamic equipment foundations, chemical process/ plating shops, Clean Rooms, Computer Centers, Non-echo Chambers, sound proof enclosures, process shops and Laboratories, Public / Residential Buildings, Runways, Electrical/ Mechanical installation works such as Sub-stations, Compressor Rooms, Air Conditioning plants, FDV Plants and cooling Towers. The construction works will also include providing allied works/ services like Power distribution for equipment & General Lighting, Automatic Fire Detection & Control systems, Special wall finishes & ventilation system for Fire/explosion prone areas, Water & compressed air supply, Boundary walls, Roads, Sewage Treatment plants, Water Treatment plants, Effluent treatment plants and Air-conditioning, Compressed Air Supplies and Cranes, Transformers, Generators etc.

3. MINIMUM REQUIREMENT FOR REGISTRATION

The contractors should have executed similar nature of Civil works and allied services as listed in para 2 & 5 worth not less than an amount, as specified for a particular category in para 4, for a single contract in the last seven years ending 31 December 2010.

4.(a) Contractors shall be registered in one of the following categories depending upon their meeting the minimum criteria as specified below: -

TYPE OF CONSTRUCTION		CATEGORY APPLIED FOR			
		A	B	C	D
CF	CIVIL WORKS & ALLIED SERVICES For Factory Buildings	Rs. 25.00 Crores and above	Rs. 15.00 Crores to Rs. 25.00 Crores	Rs. 5.00 Crores to Rs. 15.00 Crores	Rs. 1.00 Crore to Rs. 5.00 Crores
These shall include :- a) Reinforced concrete works b) Structural steel work & roofing c) Earth work & site clearance using earth moving machinery d) Fire fighting installation / fire hydrant network e) Internal Electrifications f) Roads, Bridges, Sewer and water supply lines g) Equipment foundations. h) Internal Air-conditioning works like ducts, Acs etc. Note:- At least one work should be from (d) to (h).					

CR	<u>CIVIL WORKS & ALLIED SERVICES</u> For Residential buildings, apartments & public amenities building	Rs. 25.00 Crores and above	Rs. 15.00 Crores to Rs. 25.00 Crores	Rs. 5.00 Crores to Rs. 15.00 Crores	Rs. 1.00 Crore to Rs. 5.00 Crores
	These shall include :- a) Reinforced concrete works b) Structural steel work c) Earth work & site clearance using earth moving machinery d) Fire fighting installation / fire hydrant network e) Internal / external Electrifications f) Roads, Bridges, Sewer and water supply lines g) Internal Air-conditioning works like ducts, Acs etc. h) Water Storage tanks OH/UG Note:- At least one work should be from (d) to (h).				

C-INT	<u>CIVIL WORKS INTEGRATED WITH ELECTRICAL / MECHANICAL WORKS & INSTALLATIONS FOR FACTORY & TOWNSHIPS.</u>	Rs. 25.00 Crores and above	Rs. 15.00 Crores to Rs. 25.00 Crores	Rs. 5.00 Crores to Rs. 15.00 Crores	Rs. 1.00 Crore to Rs. 5.00 Crores
	These shall include :- a) All types of concrete /structural steel works. b) Earth work & site clearance using earth moving machinery. c) Fire fighting installation / fire hydrant network. d) Electrification and related installation like transformers, Generators, Sub station. e) Bridges & Roads/Runways f) Dynamic equipment foundations. g) Air-Conditioning plants, Compressors and related piping /ducting works. h) Forced draught ventilation (FDC) system, blowers etc., Note:- At least one work should be from (d) to (h).				

- 5) Eligibility criteria: -The minimum average annual turnover and value of Bankers solvency shall be as under:

Sl. No	Registration Category	Value of Construction Contract, to which the category applies (Rs. Lakhs)	Min. Average Annual Turnover in the last 3 years (Rs. Lakhs)	The minimum value of Bankers Solvency to be furnished (Rs. Lakhs)
1	A	Above 2500	750	1500
2	B	1501 - 2500	600	750
3	C	501 - 1500	300	450
4	D	100 - 500	90	150

(b) The applicant should have satisfactorily completed works, (at least one of them in Central-Govt./Central autonomous body /Central PSUs) of similar nature of work during the last seven years ending 31 December 2010. For this, 'cost of work' shall mean gross value of completed work including cost of material supplied by the Govt /client, but excluding those supplied free of cost. Certificate for the completed works shall be enclosed signed by the project in-charge. The minimum eligibility criteria for the above categories, shall meet any one of the following columns (Column-3 or Column-4 or Column-5) for each work: -

(c) Govt. owned enterprises may also participate in the registration, only if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the company.

Sl. No	Category	ONE similar work costing atleast Rs. In Crores	TWO similar works each costing atleast Rs. In Crores each	THREE similar works each costing atleast Rs. In Crores each
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1	A	40.00	25.00	20.00
2	B	20.00	12.50	10.00
3	C	12.00	7.50	6.00
4	D	4.00	2.50	2.00

i) The Contractors should have provided similar works and allied services as listed in Para 4 above worth not less than an amount, as specified for a particular category in Para 5b, for a single contract in the last seven years.

ii) The Contractors who are registered with PWDs/ CPWD/ MES/ Railways/ Public Sector Undertakings are required to provide necessary documents in support of the same.

(iii) Only Indian firms need to apply.

(d) The applicant should have had average annual turnover (gross) of Rs. In lakhs as mentioned in Para 5a above on the works during the last three years ending **31 March 2010**. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

- i) The applicant should not have incurred any loss in more than two years during the last five years ending **31st March 2010**, duly certified by the Chartered Accountant. To be considered for registration in any category, the applicant must clearly demonstrate that all registration criteria are met or exceeded. The contractors should be solvent to a minimum of amount specified as above for the category applied for and are required to submit Banker's Solvency Certificate to that effect with the application not earlier than 6 months from the last date of receipt of application.

6) Details to be furnished with application :

a	Details, Constitution and legal status of the organization
b	Details of Registration enclosing & Grade awarded under CIDC-ICRA
c	Income Tax & Sales Tax Clearance Certificates for the last 5 years.
d	Name/s of the Owner/ Partners/Promoters and Directors
e	Key personnel available for management and supervision of the Project, their Qualifications & experience.
f	Availability of Project Managers.
g	Major construction equipment available with the applicant/ proposed to be purchased or leased.
h	Project planning and quality control procedures
i	Details of Annual Turn-Over / Financial strength. Copies of Audited Balance Sheets for the last 5 years.
i	Name of Bankers & financial standing as certified by Bankers and Solvency Certificate from any Nationalized / Scheduled Bank.
k	Experience on works similar to those listed above and attested copy of certificates issued by nodal officers.
l	Projects in hand and works for which bids already submitted
m	Details of license for Electrical Works and water supply/ sanitary works
n	Litigation history, liquidated damages, disqualification etc.
o	Architects/ Consultants, with whom the applicant is associated or has been associated in the past

7) Application for registration is to be submitted in the prescribed Application format hosted in HAL web site www.hal-india.com, under Facilities Management Division – Tenders-“Registration as Contractor – Applications”. Interested Contractors are required to take printout of application, sign in the specified box and send this Application complete in all respects, along with the attested copies of the credentials/documents and a pay order/ Banker’s Draft for an amount of **Rs. 5000/-** only (non refundable) drawn in favour of **HAL [BC]** Hindustan Aeronautics Limited, Bangalore Complex, Bangalore should reach

To
 Dy. General Manager [Works],
 Division,

 HAL,
PIN.....

On or before

Contractor also has to submit a soft copy of completed application in CD (in EXCEL FORMAT ONLY) and any discrepancy in soft and hard copy, the information in hard copy will prevail. The sealed covers should be clearly marked on the top **“Application for Registration of Contractor” (For Civil works and allied services costing one crore and above)**

8) HAL will not be responsible for postal or any other delays outside its jurisdiction.

9) HAL reserves the right to accept or reject any application and to annul the registration process and reject all the applications at any time, without assigning any reason or incurring any liability to the applicants.

**DEPUTY GENERAL MANAGER
 (..... DIVISION)
 HINDUSTAN AERONAUTICS LIMITED**



TERMS AND CONDITIONS

(For Civil works and allied services costing one crore and above)

**(All the pages are to be signed by the contractor/applicant
& submitted along with the application)**

APPLICATIONS FOR REGISTRATION

1. Applications shall be submitted in the prescribed application forms only. Details / information furnished in the application form should be supported with the self-attested copies of the documents / credentials as stipulated and enclosed with the hard copy of the application. All these supporting documents should be serially numbered and appropriately linked to the respective serial numbers in the application form for easy reference. Applications received with incomplete details / documents and not found in accordance to the above requirement shall not be considered. Applications received in any other form, other than the prescribed form shall be summarily rejected.

TERMS AND CONDITIONS

2. The Contractor must comply the Government's Code of Practice for the Building and Construction Industry and various laws applicable to establishments engaged in building and other construction work including compliance of latest norms laid down by the Government/ statutory bodies with regard to security and fire protect measures.

3. The Contractor shall not, without the written approval of HAL, assign or transfer the Contract or any part thereof or any share, or interest there-in to any other person.

4. The contractor shall not sublet any portion of the contract without the prior written approval of HAL to any other person/firm.

5. The applicant shall also demonstrate following: -

(a) Availability (either owned or leased) equipment/plant and machinery.

(b) Executed in any one year concrete (RCC/PCC) in a single contract as under [quantities up to (-) 20 % shall also be considered]: -

SI No.	Category of empanelment	Min qty executed in a single contract in any one year		
		RCC/PCC In Cum	Earthwork In Cum	Structural work In Quintal
1	A	10,000.00	25,000.00	10,000.00
2	B	7,500.00	18,000.00	7,500.00
3	C	5,000.00	12,000.00	5,000.00
4	D	2,500.00	8,000.00	2,500.00

6. The applicants are cautioned that not giving complete information called for in the application or not giving it in clear terms or making any changes in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified.

For ISSUING OFFICER

SIGNATURE OF CONTRACTOR

7. The employer reserves the right, without being liable for any damages or obligation to inform the applicant, to: -
- (a) amend the scope and value of contract to the applicant
 - (b) reject any or all of the applications without assigning any reason
8. Even though an applicant may satisfy the above requirement, he would be liable to disqualification if he has.
- (a) made misleading or false repression or deliberately suppressed this information in the forms, statement and enclosures required in the empanelment document.
 - (b) record of poor performance such as abandoning work, not properly completing the contract, or financial failures /weaknesses etc.
9. The employer reserves the right to accept or reject any application and to annul the empanelment process and reject all the applications at any time, without assigning any reason or incurring any liability to the applicants.
10. Inclusion on the panel of Contractors does not assure an invitation to tender or an engagement of services. All the divisions of HAL (BC, HC & DC) may operate Panel of empanelled Contractors or may choose to advertise for tenders for special requirements/ projects not envisaged here in and also incase of poor response for the empanelled list.
11. Following shall be the rules with respect to the eligibility of a contractor:-
- a) No individual, or a firm having such individual as one of the partners, who is a dismissed government servant; or removed from the approved list of contractors; or demoted to lower class; or having business banned/ suspended by any government department in the past; or convicted by a court of law shall be entitled for enlistment.
 - b) No employee of HAL/Govt deptts./Other PSUs shall be eligible for a period of two years after his retirement. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of HAL as aforesaid, the name of the contractor shall be removed from the list of enlisted contractors.
 - c) A contractor is not permitted to have enlistment in more than one name.
 - (d) A partner of a firm or a director of a company enlisted as a contractor, cannot be a partner/director in any other enlisted firm/company.

Change in constitution of the firm

12. Any change in status of the contractor as an 'Individual' or in constitution of the firm without prior approval of the enlistment authority will render the contractor/firm liable to be removed from the approved list of contractors.
- (a) If a firm is converted in two or more firms by any action of its partners, the new firm_(s) or any separated partner(s) in his (their) individual/joint capacity shall have to apply for the enlistment afresh on the basis of work experience gained as a separate entity.
 - (b) If new partners are taken in the firm, each new partner shall have to satisfy the eligibility conditions.
 - (c) If the number of original partners of a firm reduces to less than half due to any reason including death of partner(s), the enlistment of the firm shall be withdrawn.

RELATED AND SUBSIDIARY COMPANIES

13. Registration of a Contractor does not extend to related or subsidiary companies owned or controlled by the contractor. Any such company should apply to register for registration in its own right.

ASSESSMENT AND NOTIFICATION

14. By signing the application form, the Contractor authorizes HAL to seek verification on the information supplied and related matters.
15. Applicants shall, on request, provide any necessary authority to enable relevant enquiries to be carried out.
16. HAL reserves the right either to accept or reject the application for registration without assigning any reason.
17. Contractor will only be considered for registration in the categories of work and up to the financial limits for their demonstrated experience and capacity.

For ISSUING OFFICER

SIGNATURE OF CONTRACTOR

18. HAL will not register Contractors for levels higher than the category applied for. Empanelment in higher category is automatically applicable to register in lower categories in the same type of works.

19. The maximum number of works can be entrusted to the contractor shall be limited to two times the registration limit in terms of cumulative value of contract or maximum three numbers of contracts in force concurrently.

REVIEW / UPDATING OF PANEL OF CONTRACTORS

20. Unless circumstances warrant an earlier review, a Contractor's registration status will remain valid for a period of 3 years from the date of approval or the date of any review that confirms the status.

21. After submission of their application for registration Contractor must notify HAL promptly, if there is any:

- (a) Substantial change in their financial or technical capacity
- (b) Change in their business (such as company name, address)
- (c) Change to ownership or holding, including any transfer of key personnel.
- (d) Any other significant change in information provided in the application for registration.

22. A review of the registration status of a registered Contractor may be initiated by HAL before expiry of the specified period of 3 years:

- (a) If the registered Contractor consistently fails to meet the required performance standards.
- (b) At the request of a registered Contractor (for their own review)

23. The Contractor must provide all details required for the review upon request. Failure to comply with any request by HAL for such information may result in suspension of registration.

24. Registered Contractor will be notified in writing of the result of any review of registration.

SUSPENSION AND DE-REGISTRATION

25. HAL may, in its absolute discretion suspend or de-register a Contractor who, at any time, for the following reasons: -

- (a) Breach of any of the registration conditions
- (b) Habit of pressing unfair claims against HAL
- (c) The standard of work has been found unsatisfactory
- (d) Rate of progress in the execution of work has consistently been unduly slow
- (e) Failed to quote for the work consistently for two years
- (f) Persistently violates any important conditions of the contract; or
- (g) Has indulged in any type of forgery or falsification of records; or
- (h) Changes constitution of the firm or Individual without prior approval of the enlistment authority; or
- (i) Is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- (j) Persistently violates the labour regulations and rules, or
- (k) Is involved in complaints of serious nature received from other departments which prima facie appear to be true.
- (l) Defaults in settlement of tax dues like income tax, Works Contract tax, sales tax/VAT, octroi, duties etc.

26. Before such action is taken, the Contractor will be given details of the matters prompting the decision and will have an opportunity to show cause why registration should not be suspended or cancelled and the Contractor de-registered.

27. A determination by HAL of any application for registration or for reclassification, suspension or de-registration is at its absolute discretion.

rr) HAL will not be liable for any costs or damages incurred in the above exercise of such discretion.

For ISSUING OFFICER

SIGNATURE OF CONTRACTOR

CONFIDENTIALITY AND PUBLICITY

28. Information provided to HAL remains confidential except for Divisions and Offices of HAL, who use the Panel to select Contractors for their construction projects and external assessors who assist with process of Registration.

29. HAL may use external assessors to assist with the scrutiny of applications and reviews of empanelment. In these cases, the external assessors will be required to maintain confidentiality of all information received.

30. Registered Contractor should not advertise, promote or publish their registration status without the prior written consent of HAL.

TENDER AND CONTRACT CONDITIONS

ss. Registration entitles a Contractor to be considered for invitation to tender within categories of works and services for which they apply and are qualified. It does not obviate the need for the Contractor to fully comply with the terms of notice inviting tender, conditions of Tendering and other Contract Conditions that may apply to a particular project or tender invitation.

ACCEPTANCE OF CONDITIONS

tt. By signing the application form and applying for Registration with HAL, Contractors agree to accept these Conditions of Registration (From para 1 to 33 on page 6, 7, 8, 9, 10, &11).

For ISSUING OFFICER

SIGNATURE OF CONTRACTOR

SL. No.	(Office use only)	Category applied -
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**Application for Registration of Contractor
(For Civil works and allied services costing one crore and above)**

Complete all sections of the form sign the declaration and send the completed form and attachments in a sealed envelope marked 'Application for Registration as Contractor' along with Demand Draft / Pay Order for **Rs. 5000/-** (Non-refundable) to:

Dy. General Manager [Works],
..... Division,
..... HAL
..... PIN.....

So as to reach him on or before, **14:00 Hrs**

The applicant should study carefully the terms & conditions of Enlistment and the list of documents to be annexed with the application form before filling the form. Applications found deficient in any respect are liable to be rejected without any further correspondence.

Section 1: Applicant Particulars

Name of the Individual / Firm / Company:					
Constitution or Legal Status					
Registration Number:		Registering Authority		Date of Registration	
Registered Address:					
Contact Person Name & Designation:					
Address for correspondence:					
Tel. No.			Fax No.		
Mobile No.			Email Address:		

DECLARATION :

(This declaration should be completed by a proprietor, partner, director or other senior manager who has the authority to do so.)

'I accept the HAL Conditions of Registration and declare that the particulars shown herein are true & correct in every detail.'

Signed: Name:
Position: Date:

Details of persons holding the Power of Attorney [If different from above]

(Attach, attested copy)

Name..... Tel. No. (.....) Mobile No.....
Position: Fax No. (.....)

Section 2: Applicant Profile

uu) Type of Ownership:

- | | | |
|--|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Ltd. Company (Pvt./Public) |
| <input type="checkbox"/> PSU / Govt. Undertaking | <input type="checkbox"/> Research Institute | <input type="checkbox"/> Trust |

Joint Venture or other tie-up for Technology, equipment, financial backing and/or Project Management (Please specify)

Other, please specify

- Enclose copies of Income Tax Return (in case of individual)/Partnership Deed/Articles Memorandum of Association/ JV Agreement/ Certificate of Incorporation/ Certificate Registration etc., as applicable, duly certified by Chartered Accountant.

2.2 (a) Grading of your firm by ICRA-CIDC &/or any other recognized agency:-

Grading assessed by	Grade	Rated for value up to Rs. (Lakhs)	Valid upto (date)
ICRA-CIDC			
Other (Please specify agency)			

(Leave columns blank if not graded by ICRA-CIDC &/or any other agency)

vv) Registration is available with :

Company	Registration Number	Dated	Validity	Value of Contract for which Registered	Class/Type of Registration
HAL or its Division					
PSUs					
CPWD					
Central/State Govt.					
Railways					
MES					
Others (Specify)					

- Attach necessary certificates from the registering authorities.

2.3 Details of Income Tax assessed in the last 5 years:

YEAR	2005-06	2006-07	2007-08	2008-09	2009-10
Amount Assessed (Rs. Lakhs)					
Amount paid / Payable (Rs. Lakhs)					

- Attach copies of Income Tax assessment certificate for the past 5 years.

2.4 Details of Sales Tax assessed, as per clearance certificate, in the last 5 years :

YEAR	2005-06	2006-07	2007-08	2008-09	2009-10
Amount Assessed (Rs. Lakhs)					
Amount paid / Payable (Rs. Lakhs)					

- Attach copies of Sales Tax clearance certificate for the past 5 years.



2.5 List the names of Owners / Partners / Promoters and Directors/Company Secretary / Holder of power of Attorney, as applicable, in the format detailed below:

Name of the owners/ Partners/ Promoter & Directors / Company Secretary/Holder of Power of Attorney	Address	Whether owner/ Partners/ Promoter & Directors / Company Secretary/Holder of Power of Attorney	Extent of share holding in the Firm/Company as the case may be

2.6 List the names & addresses of all associated, subsidiary & holding companies, including trusts

Company Name	Address	Nature of Business	Relationship with Applicant

2.7 Qualifications and Experience of key Management and Technical personnel. Attach biographical data.

Position	Name	Qualifications	Years of Experience (general)	Years of Experience in the position of assignment	Membership of Professional bodies associations etc.,
Project Manager					

2.8 Company's Total Technical personnel by Discipline:

Discipline	Number of Personnel	Discipline	Number of Personnel
Graduate Civil Engineers		Structural Engineers	
Diploma Civil Engineers		Mechanical Engineers	
Sanitary Engineers		Electrical Engineers	
Environmental Engineers		Total Personnel	

2.9 Give details of Major Construction Equipment as per format detailed below:

Item of Equipment	Capacity	Owned/Leased/ to be procured	Nos.	Age/Condition	Remarks(Detailed information To be furnished)
1	2	3	4	5	6
Documents Attached					YES / NO

2.10 Give a short write-up on Project Planning & Quality Control procedures in practice in your organization or proposed to be adopted.

Section 3: Financial Details

3.3 Annual turnover in the past 5 years:

Year	2005-06	2006-07	2007-08	2008-09	2009-10
Annual turn-over (Rs. Lakhs)					
Profit / Loss (Rs. Lakhs)					

3.4 Attach the following audited financial statements, as applicable, for the past five financial years and place a tick mark in the appropriate column as confirmation of having enclosed the appropriate documents with the application.

Year	2005-06	2006-07	2007-08	2008-09	2009-10
Balance Sheet					
Profit/Loss Statement					
Notes to the Accounts					
Directors Statement/Report					
Auditor's Report					

IMPORTANT NOTE – Financial Assessment:

- (i) Hindustan Aeronautics Limited may use independent agencies to conduct financial assessments and prepare reports on all contractors applying for Registration, and for regular reviews.
- (ii) Before the assessment of this application can be completed, a representative from one of these agencies may contact you concerning the financial information that you provide. Your co-operation is required to assist in the assessment process. Failure to co-operate with the agency may affect empanelment.
- (iii) The financial assessment report is specifically for use by HAL for the purpose of assessing contractors for empanelment and will be treated as strictly confidential.

3.7. Bank(s) details:

Will you authorize your Bank/s to supply HAL with a reference as to your financial position, if required?	YES / NO
Name of Bank (Scheduled Commercial Bank) & Branch	
Name and Designation of Contact person:	
Address:	
Tel No.:	

3.8. If operating an overdraft, please state, Bank-wise details:

- a) The limit of your overdraft : Rs.....
- b) The type and value of the securities lodged to obtain the overdraft
- i) Company's or firm's securities Rs.....
- ii) Personal or other securities Rs.....

3.9. Bank-wise balance at the end of the past three calendar months:
[circle whether over-draft (O/D) or credit (CR)]

April 2010 O/D CR Rs.....

May 2010 O/D CR Rs.....

June 2010 O/D CR Rs.....

3.10. Bank Guarantees:

State value of Bank Guarantees, Bank-wise, currently issued Rs.

3.9 Solvency:

Name of Bank & Branch	Bank's Reference and Date	Value Rs. In Lakhs

- Attach Banker's Statement in the prescribed format detailed above, in respect of para 3.4, 3.5, 3.6 and 3.7, Bank-wise

3.10 Have you ever been, whether in the capacity of sole trader, partner, company director, manager or company secretary, either:

1. Declared Bankrupt or compounded with or made an assignment for the benefit of creditors?	YES / NO
2. Engaged in the management of any company which has taken or had instigated against it any action resulting in the winding up of the company, being placed under official management or had a receiver and manager appointed?	YES / NO

Note: If you have answered 'Yes' to either 1 or 2 above, please attach all relevant details. Failure to disclose any of the above matters may affect your Registration.

Section 4 – Registration Categories / Work history

4.2 Tick the boxes below to nominate the type of construction and category for which you seek empanelment.

4.3 To be considered for registration in any category, the applicant must clearly demonstrate that all registration criteria are met or exceeded.

DETAILS OF CATEGORY OF REGISTRATION

TYPE OF CONSTRUCTION		CATEGORY APPLIED FOR			
		A	B	C	D
CF	<p><u>CIVIL WORKS & ALLIED SERVICES</u> For Factory Buildings</p>	Above Rs. 25.00 Crores	Rs. 15.00 Crores to Rs. 25.00 Crores	Rs. 5.00 Crores to Rs. 15.00 Crores	Rs. 1.00 Crore to Rs. 5.00 Crores
<p>These shall include :-</p> <ul style="list-style-type: none"> a) Reinforced concrete works b) Structural steel work & roofing c) Earth work & site clearance using earth moving machinery d) Fire fighting installation / fire hydrant network e) Internal Electrifications e) Roads, Bridges, Sewer and water supply lines f) Equipment foundations. g) Internal Air-conditioning works like ducts, Acs etc. <p>Note:- At least one work should be from (d) to (h).</p>					
CR	<p><u>CIVIL WORKS & ALLIED SERVICES</u> For Residential Buildings, apartments & public amenities building</p>	Above Rs. 25.00 Crores	Rs. 15.00 Crores to Rs. 25.00 Crores	Rs. 5.00 Crores to Rs. 15.00 Crores	Rs. 1.00 Crore to Rs. 5.00 Crores
<p>These shall include :-</p> <ul style="list-style-type: none"> a) Reinforced concrete works b) Structural steel work c) Earth work & site clearance using earth moving machinery d) Fire fighting installation / fire hydrant network e) Internal / external Electrifications f) Roads, Bridges, Sewer and water supply lines g) Internal Air-conditioning works like ducts, Acs etc. h) Water Storage tanks OH/UG <p>Note:- At least one work should be from (d) to (h).</p>					

C-INT	CIVIL WORKS INTEGRATED WITH ELECTRICAL / MECHANICAL WORKS & INSTALLATIONS FOR FACTORY & TOWNSHIPS.	Above Rs. 25.00 Crores	Rs. 15.00 Crores to Rs. 25.00 Crores	Rs. 5.00 Crores to Rs. 15.00 Crores	Rs. 1.00 Crore to Rs. 5.00 Crores
	These shall include :- a) All types of concrete /structural steel works. b) Earth work & site clearance using earth moving machinery. c) Fire fighting installation / fire hydrant network. d) Electrification and related installation like transformers, Generators, Sub station. e) Bridges & Roads/Runways f) Dynamic equipment foundations. g) Air-Conditioning plants, Compressors and related piping /ducting works. h) Forced draught ventilation (FDC) system, blowers etc., Note:- At least one work should be from works from (d) to (h).				

HAL will not register contractors at levels greater than the category applied for. However Registration from a higher category to a lower category for the same type of works is admissible.

4.6 List total value of Construction work performed in the last seven years.

Year	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Value of Construction work performed (Rs. Lakhs)							

4.7 Give a list of work performed (i) 3 similar works costing not less than 40% of the average value of category applied. OR ii) 2 similar works costing not less than 50% of the average value of category applied. OR iii) 1 similar work costing not less than 80% of the average value of category applied as prime contractor (In the same name) on works of a similar nature over the last Seven years in the following format .

Project Name	Name of Employer (*)	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Value of Civil work In % of fig at 5	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reason for delay in work completed
1	2	3	4	5	6	7	8	9	10
(*) Details of performance certificate(s) from the Nodal Officer or his nominee(s) In-charge, in respect of each individual work executed and listed in the format attached.				YES / NO					

4.8 Quantities of work executed as prime contractor (in the same name and style) in the last seven years:

YEAR	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Name of the work							
Contract Reference*							
Quantity of work performed (Cum)							
a) Earth work (Excavation / Embankment)							
b) Concrete (PCC / RCC)							
c) Structural Steel work							

- Attach certificate of Nodal Officer or his nominee(s) in-charge.

4.9 (A) Existing commitments and on-going works
Give a list of work in hand as per format detailed below.

Description of work	Place & State	Contract Number and date	Name of Employer and Address	Value of contract	Value of Civil work	Stipulated period of completion	Value of works remaining to be completed (*) (Rs. Lakhs)	Anticipated Date of Completion
1	2	3	4	5	6	7	8	9
(*) Details from the Nodal Officers / Nominee in-charge attached. YES / NO								

i) Works for which bids already submitted

Give a list of works for which bids have been submitted by you and a decision is still awaited.

Description of work	Place & State	Name of Employer and Address	Estimate value of contract (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7
Details of Work attached.						YES / NO

4.12 For the purpose of arriving at assessed available Bid Capacity state -

Maximum value of works executed in any one year (specify year) during the last 5 years. (at current price level)	Rs. Lakhs Year.....
Value of the existing commitments and on-going works to be completed in the next 3 years (Specify years) at current price level.	Rs. Lakhs Year.....

4.13 Do you and/or your identified sub-contractor possess valid Electrical licence for executing the building electrification works;

YES / NO

State class / category of Licence

Specify value of electrical works executed in the last 5 years in your name:

Year	2005-06	2006-07	2007-08	2008-09	2009-10
Name:					
Amount in Rs. Lakhs					



4.14 Do you and / or you identified sub-contractor possess valid licence for executing the water supply / sanitary works;

YES / NO

State class / Category of Licence

4.15 Specify value of water supply / sanitary works executed in the last 5 years in your name:

Year	2005-06	2006-07	2007-08	2008-09	2009-10
Name:					
Amount in ₹. Lakhs					

4.15.1 Information on litigation history, in which the Bidder is involved.

Other party(ies) (Dispute involved with)	Name of Employer	Cause of dispute	Amount involved.	Remarks showing present status.
1	2	3	4	5
Details Attached.				YES / NO

4.16 In the last 5 years, has your firm, or any firm with which any of your company's owners, officers, partners were associated, been debarred, disqualified, removed, blacklisted or otherwise prevented from bidding or completing any contract?

YES / NO

If yes, state the project and the basis for the action.

4.17 At any time in the last five years, has your firm been assessed for and paid liquidated damages after completion of a project under a construction contract?

YES / NO

If yes, give details in following format:

Project Name	Name of Employer and Address	Date of Completion of The Project		Amount of Liquidated Damages (In Rupees)		Other information necessary to fully explain the assessment of liquidated damages
		Scheduled	Actual	Assessed	Paid	
1	2	3	4	5	6	7
Details Attached						YES / NO

4.18 Statement of compliance under the requirement of para 24, sub-para (0) (Details to be furnished with Application) of "Conditions of Registration & Registration as Contractor"

Details of Architects / Consultants, with whom the Applicant is associated or has been associated in the past directly or indirectly.

Name of Architect/ Consultants	Address, Contact Person & Telephone number	Details of association
1	2	3

5 Is the individual / sole proprietor / any partner / directors of company:

- | | | | | |
|---|-----|--------------------------|----|--------------------------|
| (a) Dismissed Government Servant | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (b) Removed from approved list of contractors | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (c) Demoted to a lower class of contractors | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (d) Having business banned / suspended by any Government in the past | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (e) Convicted by a court of law | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (f) Retired engineer / official from engineering department of Govt. of India within last two years | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (g) Director or partner of any other company / firm enlisted with CPWD or any other department | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (h) Member of Parliament or any state Legislative Assembly | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

ddd) Please provide any additional information required for fulfilling the requirements of clauses in the "Conditions of Empanelment as Contractor"

DECLARATION

7. I/We declare and confirm that –

- a. All information and attachments submitted in this application are true and correct.
- b. I/We are aware that any false information provided herein will result in the rejection of my application and suspension of any registrations granted.
- c. I/We shall not make refund claims of expenditure incurred in processing this application.
- j) I/We enclose herewith a pay order / banker's draft number drawn on Bank..... for ₹. as processing fee.

Signed: Name:

Position: Date:

Official Seal

REFERENCES TO CVC / CTE / IMM CIRCULARS

Sl No	Subject	Letter/ O.M/Cir No	Date	Issuing Authority
	CONTRACT MATTERS			
1.	Contract Matters – Simplification And Economizing in the Contract Procedure	CTE 9Q-9-CTE-7	4-Jul-88	CVC
2.	Contract Matters	CTE 9Q-9-CTE-7	5-Jun-91	CVC
3.	The Contracting Systems in Public Sector Undertakings	CVC 98/MST/001	26-Mar-98	CVC
4.	Formulation of Force Majeure Clause as Vetted by Ministry of Law	SYA/GENL/99-00/ 009/241	19-May-00	HAL (SYA)
5.	Incorporation of Force Majeure Clause in Contracts	MOD 34(9) / 2000 / D(GS-IV)	18-Jul- 01	MOD
6.	SCOPEs Forum of Conciliation & Arbitration (SFCA)	HAL CO / SEC / 14 (18) / 2004	16-Mar- 04	Comp. Sectt.
6.A	Including agencies after date of receipt-screening	HAL/CO/VIG/64-PC/2010/2097	18-11-2010	CVO, HAL
	SERVICE CONTRACTS			
7.	Engagement of Casual Labour / Term Contract Labour / Service Contract Labour–Review	HAL/P&A/20(18)-3/PF/96/1266	17-Nov-97	HAL (P&A)
8.	Engagement of Casual Labour / Term Contract Labour, etc	HAL/P&A/20(18)-3/PF/99	24-Mar-99	HAL (P&A)
9.	Guidelines on Service/Term Contracts and their Extension	HAL/CO/VIG/47/ 2001/465	12-Apr-01	HAL (VIG)
10.	Codification of Service Contracts Awarded by HAL	HAL/CO/VIG/47/ 2001/690	4-Jun-01	VIG DEPT
	SUB-CONTRACTING			
11.	Long Term Business Agreements	CD/440/ZB-6/97/582	19-Nov-97	Dir (Fin)
12.	Guidelines for Indigenisation & Sub Contracting	HAL/CD/617/99/ 1183	24-May-99	HAL (IMM)
13.	Long Term Business Agreements	HAL/CD/617/2002	3-Oct-02	Dir (Fin)
14.	Long Term Business Agreements	HAL/CD/617/2006	4-Jul-06	Dir (Fin)
15.	Procedure for sub-contracting of Tooling and Components	HAL/CD/552(1)/ 2007	14-Feb-07	HAL (IMM)
	TENDERING NOTICE INVITING TENDERS			
16.	Anti-Corruption Work – Tender Enquiries	CD/616(F)/2000/1397	28-Feb-00	HAL (IMM)
17.	Notice inviting tenders	CTE OFF-1-CTE-1 (Pt) V (Off Ord No. 15/3/05)	24-Mar-05	CVC
18.	Consideration of the quotations received against RFQ	DE/100-28/08/212	9-Jun-08	HAL [DF]
19.	Irregularities noticed by CTE during Inviting and Opening Tenders	HAL/CO/VIG/47/ 2008	19-Mar-08	HAL (VIG)
20.	Acceptance of Quotations through Fax / E-Mail Etc	HAL/CD/616(F)/ 2008	10-Nov-08	HAL (IMM)
	CONSULTANTS			
21.	Appointment of Consultants	CTE 3L PRC 1	10-Jan-83	CVC
22.	Appointment of Consultant	CTE OFF-1-CTE-1	25-Nov-02	CVC
23.	Participation of Consultants in Tender-Guidelines Regarding	98/DSP/3 Dt 24 th (Off Ord No.75/12/04)	24-Dec-04	CVC
23.a	Selection & Employment of Consultants :	CVC Circular No 08-06-11	8-6-2011	CVC
	MOBILIZATION ADVANCE			
24.	Mobilization Advance	CTE 4CC-1-CTE-2 (Off Ord NO.40/06/04)	8-Jun-04	CVC
25.	Mobilization Advance	CTE 4CC-1-CTE-2	10-Apr-07	CVC
26.	Mobilization Advance	Dy. Secy 4CC-1-CTE-2	5-Feb-08	CVC
26.a	Mobilization Advance	01-11-CTE-SH-100 [HAL/AWE/617/2011 Dtd. 15-4-11]	17-02-11	CVC
	GUIDELINES ON TENDERING SYSTEM			
27.	Prequalification Criteria (PQ)	CTE 12-02-1-CTE-6	17-Dec-02	CVC
28.	Tender Sample Clause	CTE 2EE-1-CTE-3	15-Oct-03	CVC
29.	Back to Back Tie up by PSUs- Instructions regarding	CTE 06-03-02-CTE-34	20-Oct-03	CVC

30.	Registered Criteria (PQ)	CTE 12-02-1-CTE-6	7-May-04	CVC
31.	Transparency in tendering system- Guidelines regarding	004/ORD/9 (Off Ord No. 72/12/04)	10-Dec-04	CVC
32.	EMD Circular No 32	HAL/CD/617/2005;	22-Mar-06	DIR, FIN
33.	Providing a level Playing Field between Indian Industry vis-à-vis Foreign Suppliers in the area of Defence Procurement	HAL/CD/617/2005	5-Dec-06	HAL (IMM)
34.	Use of Products with Standard Specification	CVC 98-VGL-25	14-Apr-07	CVC
35.	Price/Purchase Preference	DPE/13(15)/2007-Fin	21-Nov-07	DPE
36.	Acceptance of Bank Guarantee	FIN/C-12/BG/07 08/62	8-Feb-08	Dir (Fin)
37.	Acceptance of Bank Guarantee	CTE 02-07-01-CTE-30	31-Dec-08	CVC
38.	Preferential Purchase Policies (PPP) for Products and Services of CPSUs	CTE 01-02-01-CTE-03	24-Aug-09	CVC
38.a	E-Tendering Security Guide Lines	CVC Lr No.009/VGL/002 26.4.2010(Circ.18/04/2010 Dtd.26.04.2010)		CVC
INTEGRITY PACT				
39.	Adoption of Integrity Pact in Major Government Procurement Activities	CVC007/VGL/033 (Off Ord No.41/12/07)	4-Dec-07	CVC
40.	Adoption of Integrity Pact in Major Government Procurement Activities	CVC007/VGL/033 (Off Ord No.43/12/07)	28-Dec-07	CVC
41.	Adoption of Integrity Pact in Major Government Procurement Activities	CVC 008/VGL/001 (Cir No.18/05/08)	19-May-08	CVC
42.	Adoption of Integrity Pact in Major Government procurement activities	CVC 007/VGL/033(Cir No.24/8/08)	5-Aug-08	CVC
43.	Integrity Pact	HAL/CD/617/2008	4-Nov-08	HAL
44.	Implementation of Integrity Pact	HAL/CD/617/2008	6-Jan-09	HAL
45.	Adoption of Integrity Pact-Standard	CVC 008/CRD/013 (Cir No. 10/5/09)		CVC
46.	Operating Procedure-reg	CVC 008/CRD/013 (Cir No. 10/5/09)	18-May-09	CVC
HANDLING OF TENDERS				
47.	Rejection of Conditional Tenders/Quotes Contrary to HAL Terms and Conditions	HAL/CO/VIG/47/134/2000	19-Feb-00	HAL (VIG)
48.	Tenders – Freak Rates and Corrections/Insertions/ Over-Writings in Documents of Negotiations	HAL/CO/VIG/64/2001/388	22-Mar-01	HAL (VIG)
49.	Acceptance of Late/Delayed Tenders	HAL/CD/617/2003	3-Jul-03	HAL (IMM)
50.	Receipt and Opening of Tenders	CTE 05-04-1-CTE-8	8-Jun-04	CVC
51.	Undertaking by the Members of Tender Committee/Agency	CVC005/VGL/66 (Off Ord No.71/12/05)	9-Dec-05	CVC
52.	Participation in Approval Process	HAL/CD/617/2006	20-May-06	Dir (Fin)
TENDER NEGOTIATIONS				
53.	Improving Vigilance Administration – Tenders	CVC 98/ORD/1	15-Mar-99	CVC
54.	Improving Vigilance Administration – Tenders	CVC No 98/ORD/1	24-Aug-00	CVC
55.	Improving Vigilance Administration – Tenders	CVC No 98/ORD/1	3-Aug-01	CVC
56.	Tendering Process- Negotiation with L1	CVC/005/CRD/12 (Off Ord No.68/10/05)	25-Oct-05	CVC
57.	Tendering Process- Negotiation with L1	CVC 005/CRD/12 (Cir No. 37/10/06)	3-Oct-06	CVC
58.	Tendering Process- Negotiation with L1	CVC 005/CRD/012 (Cir No. 4/3/07)	3-Mar-07	CVC
58.a	Tendering Process- Negotiation with L1	CVC Lr No.005/CRD/012 (Cir No.01/01/10)	20-01-2010	CVC
USE OF WEBSITE				
59.	Improving Vigilance Administration: Increasing Transparency in Procurement / Sale	CVC 98/ORD/1	18-Dec-03	CVC
60.	Improving Vigilance Administration: Increasing Transparency in Procurement / Sale	CVC 98/ORD/1 (Off Ord No. 912/04)	9-Feb-04	CVC

61.	Improving Vigilance Administration – Increasing Transparency in Procurement / Tender Process –Use of Website-Regarding	CVC 98/ORD/1 (Off Ord No.1012/04)	11-Feb-04	CVC
62.	Improving Vigilance Administration: Increasing Transparency and Cutting Delays by E-Payments and E-Receipt by Govt. Organizations Etc	CVC 98/ORD/01	6-Apr-04	CVC
63.	Improving Vigilance Administration: Increasing Transparency in Procurement /Sale etc. –Use of Website Regarding	CVC 98/ORD/1 (Off Ord No.43/7/04)	2-Jul-04	CVC
64.	Improving Vigilance Administration : Increasing Transparency in Procurement / Sale Etc-Use of Web Site Regarding	CVC 98/ORD/1	5-Jul-04	CVC
65.	Central Vigilance Commission's Directives on Use of Website in Public Tenders	CVC 98/ORD/1 (Off Ord No. 47/7/04)	13-Jul-04	CVC
66.	Improving Vigilance Administration : Increasing Transparency in Procurement / Sale Etc. – Use of Web Site for Tenders Containing Classified / Secret Documentation.	CVC 005/VGL/7	28-Feb-05	CVC
67.	Details on Award of Tenders/Contracts Publishing on Websites/Bulletins	CVC, CTE 005/VGL/4	16-Mar-05	CVC
68.	Details on Award of Tenders/Contracts Publishing on Websites/Bulletins	CVC, CTE 005/VGL/4	28-Jul-05	CVC
69.	Details on Award of Tenders/Contracts Publishing on Websites/Bulletins	CVC, CTE 005/VGL/4	20-Sep-05	CVC
70.	Payment to Vendors / Contractors through Electronic Clearance System [ECS]	FIN/C-12/BANKS/05-06	15-Mar-06	GM, FIN
71.	Bank Charges On Payments To Vendors	FIN/C-12/BANKS/05-06	15-Mar-06	GM, FIN
72.	Posting of details on Award of Tenders/ Contracts on Websites/ Bulletins	CVC 005/VGL/4 (Cir No. 31/9/06)	1-Sep-06	CVC
73.	Improving Vigilance Administration by Leveraging Technology: Increasing Transparency through Effective Use of Websites in Discharge of Regulatory, Enforcement and Other Functions of Govt. Organizations	CVC 006/VGL/117 (Cir No.40/11/06)	22-Nov-06	CVC
74.	Details on Award of Tenders / Contracts Publishing on Website / Bulletins	HAL/CD/616(F)2006	6-Dec-06	HAL (IMM)
75.	Improving Vigilance Administration by Leveraging Technology: Increasing Transparency through Effective of Website.	CVC 006/VGL/117	18-Apr-07	CVC
76.	Implementation of E-Tendering Solutions	CVC 009/VGL/002 (Off Ord No 1/1/09)	13-Jan-09	CVC
77.	Posting of details on Award of Tenders/ Contracts on Websites	CVC 005/VGL/4	14-Jul-09	CVC
78.	Implementation of e-tendering solutions	CVC 29/9/09	17-Sep-09	CVC
PROCESSING OF PROCUREMENT				
79.	Time Bound Processing of Procurement	CVC 008/NGL/083 (Cir No.31/1/08)	6-Nov-08	CVC
80.	Time Bound Processing of Procurement	HAL/CD/617/2008	5-Dec-08	HAL (IMM)
AWARD OF CONTRACT ON NOMINATION BASIS				
81.	Transparency in Works / Purchase / Consultancy Contracts Awarded on Nomination Basis.	CVC 005/CRD/19 (CIR No.15/5/06)	9-May-06	CVC
82.	Transparency in Works / Purchase / Consultancy Contracts Awarded on Nomination Basis.	CVC 005/CRD/19 (Off Ord No.23/7/07)	5-Jul-07	CVC
DELAY IN PAYMENT TO VENDORS				
83.	Improving Vigilance Administration: Increasing Transparency and Cutting Delays by E- Payments & E-Receipt by Govt. Organisations etc	CVC 98/ORD/1 (Off Ord No. 20/4/04)	6-Apr-04	CVC
84.	Delays in Payments to Contractors & Suppliers etc. – Reducing Opportunities for Corruption.	CVC 005/ORD/1 (Off Ord NO.11/3/05)	10-Mar-05	CVC,
COMMON IRREGULARITIES				
85.	Common Irregularities in the Award of Contracts	CTE OFF-1-CTE-1 (Off Mem No- 8/2/04)	5-Feb-04	CVC
86.	Examination of Public Procurement (Works/Purchases/ Services) Contracts	CVC 006/VGL/29 (Cir No.21/05/06)	1-May-06	CVC

	by CVOs			
86.a	Design Mix Concrete	CVC 010/VGL/066 Dtd.07.10.2010 [Circu.No.34/10/10]	07-10-2010	CVC
	REPORTS & RETURNS			
87.	Intensive Examination of Supplies of Engineering Materials to Central Government Organisations	CVC 1K VGL 1	14-Mar-86	CVC
88.	Examination of Works by CTE's Organisation in CVC - Role of CVOs Visa- Vis CTEs	CVC 7R ORD 37	19-Aug-87	CVC
89.	Examination of Works by the CTE's Organisation - Raising the Monetary Limit for Reporting the Works in Progress to the Chief Technical Examiners	CVC 9U -ORD-51	24-Sep-90	CVC
90.	Examination of Works by CTE's Organisation - Raising the Monetary Limit for Reporting the Works in Progress to the CTE	CVC 98-VGL-25	18-Nov-98	CVC
91.	Examination of Stores/Purchase Contracts by the CTE's Org	CVC No 98-VGL-25(j)	12-Mar-99	CVC
92.	Examination of Works by CTE's Organisation for Reporting the Works in Progress to the CTE's Organisation	CVC 98-VGL-25	20-Jul-01	CVC
93	Quarterly Progress Report[QPR]	CVC Lr No.98/VGL/25/110094 Dtd.22.11.2010 [Ofc.order No.37/11/2010]	22-11-2010	CTE//CVC
93.	Intensive Examination of Works – Regarding	CVC, CTE OFF-1-CTE-2	22-Oct-02	CVC
94.	Intensive Examination of Works by CTE's Organisation – Submission of Quarterly Progress Report	CVC 98-VGL-25	11-Nov-05	CVC
95.	Submission of Quarterly Progress Report in Respect of Civil Work Contracts, Electrical / Mechanical & Engineering Contracts, Store & Purchase Contracts, Horticulture Contracts, Purchase of Medical Equipments, Consultancy Contracts, Service Contracts and Supplies of Medicines	HAL/CO/VIG/47/2006/268	4-Mar-06	HAL (VIG)
96.	Forwarding of Certificate in Respect of all CTE Quarterly Progress Reports	HAL/CO/VIG/47/ 2008/08	3-Jan-08	HAL (VIG)
97.	Deficiencies in Respect of Quarterly Progress Reports (QPRs) Noticed by the Chief Technical Examiner, CVC (CTE's Org), New Delhi.	HAL/CO/VIG/64/ 2009/690	25-Jun-09	HAL (VIG)
98.	Intensive Examination by CVC (CTE's Org) of Horticulture Works in HAL	HAL/CO/VIG/64/ 2009/926	10-Aug-09	HAL (VIG)
99.	Intensive Examination of CTE - Steps for early finalisation of pending vigilance references with CVOs - reg.	CVC 13/6/09	11-Aug-09	CVC
	MISCELLANEOUS			
100.	Examination of Works by the CTE Organisation - Full Cooperation to be Extended	CVC 5T DSP 18	2-Jun-89	CVC
101.	Procurement against Proprietary Certificate	SYA/GENL/99-00/10/240	19-May-00	HAL (SYA)
102.	Mentioning of Name- Designation & Date by Signatories on Note Sheets and Documents/Correspondences	HAL/CO/VIG/47/2000/804	24-Aug-00	HAL (VIG)
103.	Material issued to Sub-Contractor	SYA/GENL/99-00/009/241	19-May-01	HAL (SYA)
104.	Consideration of Indian Agents	CTE 12-02-6-CTE-SP(1)2	7-Jan-03	CVC
105.	Consideration of Indian Agents	CTE 25/04/04	21-Apr-04	CVC
106.	Sources for Purchase of an Aeronautical Products and Materials from Russia and other EX-CIS Countries	HAL/CD/617/2004	7-Oct-04	Dir (Fin)
107.	Insurance Policies	FIN/C-12/INS/05-06	14-Mar-06	GM, FIN
108.	The Directory of Approved Sources of Aeronautical Military Purpose Products from Russia	HAL/CD/617/2007	26-Jul-07	GM (IMM)
109.	Revision of Purchase Manual	HAL/DF/PM/MISC/07-08	25-Jan-08	Dir (Fin)
110.	Measures to Curb the Menace of Counterfeit and Refurbished IT products	CVC 007/CRD/008 Cir No. 07/02/08	15-Feb-08	CVC
111.	IT Procurement	CVC 008/VGL/016 Cir No.9/2/08	18-Feb-08	CVC
112.	Guidelines on Financial Concurrence	HAL [DF] DE/100-28/08	23-May-08	CVC
113.	Referring Cases of Procurement to the Commission	CVC 008 /CRD/008 (Cir No.22/07/08)	24-Jul-08	CVC

Indicative Notification as on Sept-2011

[Visit <http://labour.nic.in> under Minimum Wages in Mines and establishment falling under Govt. of India to obtain latest Circular]

No.1/13(3)/2011-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: September, 2011

O R D E R

In exercise of the powers conferred by Central Government vide Notification 1285(E) dated 20-5-2009 of the Ministry of Labour and Employment the undersigned, hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six months ending on 30-6-2011 reaching 186.67 from 180.50 (base 2001 = 100) and thereby resulting in an increase of 6.17 points for Industrial Workers as under. This order shall come into force w.e.f. 1-10-2011.

The rates of Variable Dearness Allowance for workers employed in **CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES** would be as under:-

Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	76.00	62.00	51.00
Semi-Skilled/Unskilled Supervisory	83.00	70.00	59.00
Skilled/Clerical	92.00	83.00	70.00
Highly Skilled	99.00	92.00	83.00

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 1-10-2011 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (in Rupees)		
	A Area	B Area	C Area
Unskilled	<u>180.00 + 76.00</u> 256.00	<u>150.00 + 62.00</u> 212.00	<u>120.00 + 51.00</u> 171.00
Semi-Skilled/Unskilled Supervisory	<u>200.00 + 83.00</u> 283.00	<u>170.00 + 70.00</u> 240.00	<u>140.00 + 59.00</u> 199.00
Skilled/ Clerical	<u>220.00 + 92.00</u> 312.00	<u>200.00 + 83.00</u> 283.00	<u>170.00 + 70.00</u> 240.00
Highly Skilled	<u>240.00 + 99.00</u> 339.00	<u>220.00 + 92.00</u> 312.00	<u>200.00 + 83.00</u> 283.00

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory board meeting held of 26-8-2008.

The Classification of workers under different categories and the classification of cities under different areas will be same as in the notification referred to in para I as amended from time to time. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

(N.K. PRASAD)
CHIEF LABOUR COMMISSIONER(C)

To
As per list attached

CVC GUIDELINES FOR HIRING CONSULTANTS

[As on date guidelines and amendments thereafter may be followed]

The Commission has decided that following guidelines, be kept in view while finalizing the contracts for engaging consultants:

A. CONFLICT OF INTEREST: The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the employer under the contract.

The contract shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in accordance with the following requirements:

(a) The consultants shall provide professional, objective and impartial advice and at all times hold the employer's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own interests, Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other employers, or that may place them in a position of being unable to carry out the assignment in the best interest of the employer. Without initiation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below;

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. Services other than consulting services covered by these Guidelines) - A firm that has been engaged by the employer to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or disqualified from providing consulting services resulting from or directly related to those goods, works or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.

(ii) Conflict among consulting assignments- Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting an employer in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(iii) Relationship with Employer's staff- Consultants (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Employer (or of the project implementing agency) who are directly or indirectly involved in any part of; (i) the preparation of the TOR for the assignment (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

(iv) A consultant shall submit only one proposal; either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub- consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

(b) Unfair competitive Advantage- Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short listed consultants, together with the request for proposals, all information that would in that respect give a consultant a competitive advantage.

B. PROFESSIONAL LIABILITY- The consultant is expected to carry out his assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Employer will be governed by applicable law, the contract need not deal with this matter. The client (purchaser) may, however, prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant's liability as per the applicable law.

GOVERNMENT OF INDIA
DEPARTMENT OF PUBLIC ENTERPRISES
MINISTRY OF HEAVY INDUSTRIES & PUBLIC ENTERPRISES

Mr. Udackumar
GM (F&S)
For information

Copies to:
1. All F&S, P&S, S&S, B
2. Chief Executive
3. H.C.
For information

D.O. No. DPE/13(5)/11-Fin
March 18, 2011

Dear Chief Executive,

It has been brought to my notice by the Central Provident Fund Commissioner (CPFC) that PSUs/PSEs, while inviting tenders for various projects, are insisting upon the intending bidders to possess a provident fund code number before applying for such contracts.

CA (HR)/Dy. (HR)
A. K. Jaiswal
11/4

Not
of the
17/4

HBD

2. This practice is not as per the provisions of the Employees' Provident Fund & Misc. Provisions Act, 1952 (EPF Act & Schemes framed thereunder. Under section 6 of the said Act and para 30(3) of the EPF Scheme 1952, it is the primary responsibility of the principal employers (in this case, CPSEs) to ensure that the contributions are paid in respect of contract employees also, in case the contractor fails to deposit the contributions of the contract employees engaged by them. The principal employers (CPSEs) are still responsible for ensuring such deductions and cannot escape from their liability, even, if the contractors have their own PF codes. This provision has also been upheld by the Hon'ble High Courts.

3. This insistence for code numbers leads to a lot of undesirable consequences. Many people apply to obtain a code number, mostly young jobless people, and when they do not succeed in getting the contract, they forget about it, and do not comply with the EPF Act Provisions of submitting regular returns to the EPF authorities. This often leads to their prosecution, whereas they may subsequently be working as employees in some organization and have no idea about their duties of compliance with the PF provisions, leading to their harassment and prosecution.

4. It may be ensured, henceforth, that PF code number is not made a pre-condition by the CPSEs for participation in bids by contractors. However in case, a contractor is so selected and who does not have PF code number, the CPSEs could ask such contractor to get a code number, giving him a letter of intent regarding the contract, so that he could apply and obtain a PF code number from the respective PF Commissioner. This would ease the problem to a great extent and also serve the purpose of the CPSEs.

5. However, I would also like to point out that even if the contractor may be having a separate PF number, the overall responsibility for ensuring that contractors duly deduct the employer/employees contributions from their workers and deposit with the PF authority regularly rests with the principal employer. The principal employer is primarily responsible for such deductions even in case of contract employees, and if necessary, they may deduct such amounts from the contractor's bills and ensure its deposit either against the contractor's code number or their own code number.

6. This may be implemented with immediate effect.

With regards,

Yours sincerely,

B. L. Chatterjee
(Bhaskar Chatterjee)