WORKS MANUAL 2023







HINDUSTAN AERONAUTICS LIMITED
Bengaluru, India

HAL WORKS MANUAL - 2023

HINDUSTAN AERONAUTICS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING, MINISTRY OF DEFENCE)

REGISTERED OFFICE:

HAL, 15/1, Cubbon Road, P.B.No.5150, Bengaluru - 560 001,

Karnataka, INDIA

Website: www.hal-india.co.in

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Shri C.B. Ananthakrishnan
Director (Finance) & CFO with Addl. Charge
of Chairman and Managing Director

HINDUSTAN AERONAUTICS LIMITED
HAL Corporate Office Address:
15/1 Cubbon Road, Bangalore-560 001,
Karnataka, India

FOREWORD

The HAL Works and Contract Procedure was first published in 1969 and later revised in 1985. The same was updated and re-christened as HAL Works Manual in 2011. Over the years, the HAL Works Manual has served as a guide book for HAL Works. The Government of India in the last few years has introduced several new provisions / instructions on public procurement. Some of these important changes include introduction of Central Public Procurement Portal (CPPP), Government e-Marketplace (GeM), preferential market access for micro and small enterprises, preference for domestic manufacturers, contracts on EPC mode etc. The Department of Expenditure has also issued General Financial Rules (GFR) 2017, Manual for Procurement of Goods 2017, Manual for Procurement of Works 2019 & 2022 and Manual for Procurement of Consultancy and Other Services 2017.

With new & emerging construction technologies gaining dominance over the conventional construction practices and with the rising expectations of User Departments for timely delivery of the projects, there is a need for transformative changes requiring a revision of the Works Manual to make it more nimble, effective and delivery oriented, rather than being process centric with obsolete provisions.

This revision of Works Manual covers, inter-alia, the set of instructions contained in the GFR 2017, manuals issued by the Department of Expenditure, CPWD Works Manual 2019 etc. It is also in consonance with the fundamental principles of service delivery, customer focus, efficiency, transparency, fairness, competition, economy and accountability. Efforts have been made to cover all the major aspects of construction and maintenance in a user-friendly manner while having the necessary flexibility to quickly respond to the varying scale and complexities of the requirements of HAL.

I congratulate all stakeholders for bringing out the revised HAL Works Manual. I am confident that the stakeholders, by using the revised Works Manual, will be able to ensure quality and speedy delivery of works. This Manual should be taken as a repository of mandatory provisions with the spirit of effective execution of works.

Place : Bengaluru
November, 2023

(Shri C.B. Ananthakrishnan)

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DISCLAIMER

While every care has been taken to ensure accuracy of the information presented and to describe generally accepted practices in planning, tendering and execution of works that all relevant and essential provisions required for execution of Construction and Maintenance Works are incorporated in this Manual in a simplified and transparent manner, all executing departments are requested to bring it to the notice of the Head of Division of FMD, if any conflicting provisions / discrepancies are noticed in the Manual.

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, updated in 1985 and the current Works Manual, introduced in 2011 and amendments thereof, applicable to all the Divisions of the Company.

The need to update the Works Manual 2011 again has been increasingly felt in order to:

i) Incorporate the latest Delegation of Powers (In case DOP gets revised, the revision will take precedence over the powers indicated in the Manual).

ii) Incorporate required amendments in line with the latest Govt / Statutory/ CVC guidelines / CPWD, other Public Sector Units, manuals released by Ministry of finance, Defence works Procedures, Contract document for domestic bidding by Ministry of statistics etc.

iii) Incorporate procedures to take into account the prevailing MARKET RATES in respect of items of works which are not available in CPWD Delhi schedule of Rates (DSR) and also for tender justification of the cost of total work.

iv) The Company having established many modern manufacturing and allied infrastructure facilities including township, general infrastructure & certain public amenities. The Company also envisages significant expansion activities in presence of increasing additional facilities in all categories as mentioned to meet its expansion / diversification activities. It is also required to maintain the existing and upcoming facilities for ensuring its longevity.

v) Have a uniform and systematic integrated approach to execute the work as per the time schedule and also meet the quality & service level requirements of user / divisions.

vi) Facilitate the decisions of administrative authorities to ensure that they are transparent, accountable and time-bound.

vii) Incorporate changes through experience gained in various fields.

b) Works Manual shall be reviewed by Facilities Management Division [FMD] once in five years by a Committee, for which approval will be taken from CMD. The amended Works Manual shall be put up for approval of Management Committee. However changes required for any of the Works manual clauses based on the latest policy of HAL, directives issued by Govt. of India as applicable can be taken up for approval of Management committee through/ by FMD and amendments/ circulars/ addendums can be issued accordingly by FMD.

c) Introduction of new chapter for Service contracts, GeM, Conciliation and Arbitration, Depository Works.

d) Adoption of CPWD Specifications, Introduction of Percentage Rate Contract, Procurement of Services through Gem Portal.

1.1 DEFINITIONS

1.1.1 Acceptance Officer

Acceptance officer is an authority empowered to place the acceptance letter under the orders of the CFA as per DOP. The words “for and on behalf of the HAL” should follow the designation appended below the signature on behalf of HAL.

1.1.2 Administrative Approval

Formal acceptance of the proposals by the competent authority.

1.1.3 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.

1.1.4 Bidder or Tenderer

“Bidder or Tenderer” means the person, firm or company submitting a tender (Bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

1.1.5 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, Management Committee, CMD, CEO / Executive Directors, General Managers and such other Officers to whom the powers of above nature may stand sub - delegated from time to time. CFA to be decided as per prevailing DoP Guidelines.

1.1.6 Composite work /Integrated works

Works comprising of components of more than one discipline viz Civil, E & M, Horticulture, Internal Electrical installation & external electrical works including specialized E&M services.

1.1.7 Contingencies

Provision made in the estimate for meeting out unforeseen incidental expenses of a miscellaneous character which cannot appropriately be classified under any distinct sub head or sub work, yet pertain to work as a whole and are contingent to the completion of the work.

1.1.8 Contract

When two or more persons have a common intention communicated to each other to create some obligation between them, there is said to be an agreement. An agreement which is enforceable by law is a “Contract”.

1.1.9 Date of Commencement of work

The date of commencement of work shall be the date of start as specified in letter of acceptance (LOA) or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

1.1.10 Detailed Estimate

Complete and comprehensive estimate of a work, based on the rates given in the Schedule of Rate (SOR) for those items covered by it and on market rates for the remaining items, supported by detailed drawings and specifications.

1.1.11 Deviation Quantities

Variation in quantities of items of the contract as given in the schedule of quantities (BOQ-Bill of Quantities) and actually executed.

1.1.12 DOP

Delegation of Powers shall be exercised as conferred under article 120A of the article association of the company and in super session of the resolution passed at 243rd board meeting and 255th board meeting and as subsequently amended from time to time, the board hereby delegates to CMD, CEOs, Functional Directors, Whole time Directors, Executive Directors and COP/General Managers. (The latest revision of DOP is in 2018).

1.1.13 Earnest money Deposit

Amount paid by a bidder in required form as a security for not backing out from his/her tender before its acceptance or refusing to execute the work after it has been awarded to him/her.

1.1.14 Engineer-In-Charge (EIC) / Officer In Charge (OIC)

The officer nominated by HAL for governance of the contract.

1.1.15 Item Rate Tender

Tenders in which the contractors are required to quote rates for individual items of work as given in the schedule of quantities.

1.1.16 Original Works

Works involving all new constructions site preparation, additions and alterations, special repairs to newly purchased or previously abandoned buildings or structures, including re-modeling or replacement.

1.1.17 Percentage Rate Tender

Tenders in which the contractors are required to quote rates on percentage basis i.e above or below the estimated cost put to tender.

1.1.18 Repair works

“Repair works” means works undertaken to maintain building and fixtures. Expenditure on Repair Work does not add to the value of the asset and only restores the functionality of the asset. Repair Work can be further categorized as (i) Annual repairs covering routine and yearly operation and maintenance work on buildings and services (ii) Special repairs, which are undertaken as and when required, covering major repairs to existing buildings or services. Some types of the Special repairs may qualify to be categorized as ‘Original Work’ as mentioned earlier.

1.1.19 Technical sanction (T/S)

Technical sanction means sanction of competent authority to the technical specifications, calculations of quantities of items of work and material and a properly detailed estimate of the cost of work. As its name indicates, it amounts to no more than a guarantee that the proposals are structurally sound and that the cost estimates are calculated and based on adequate data.

1.1.20 Works

The term Work defines any activity, sufficient in itself to fulfil an economic or technical function, involving Construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, and so on, which makes use of a combination of one or more of Engineering design, Architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works.

The term “Works” includes

(i) Civil works for the purposes of construction of Hangars, Offices, roads, taxiway, Runway, Industrial/ Residential buildings, Water supply, Sewerage facilities and earthworks; and so on, and

(ii) Mechanical and Electrical works involving HVAC, Compressor lines, fabrication, installation, erection, repair and maintenance of a Mechanical or Electrical nature relating to machinery and plants and Integrating IT networks for buildings etc.,

(iii) Consultancy services,

(iv) Repairs and Maintenance of Infrastructures (Civil & Electrical).

1.2 DESIGNATIONS

The department should normally be headed by an Officer of Chief Manager level and above. In exceptional cases, if there is no suitable officer available in that grade, Senior Manager (Grade-V) shall head the Department and exercises the powers of Chief Manager.

1.3 FUNDAMENTAL PRINCIPLES

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

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

(iii) The 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 estimate (in principal Deviations).

(iv) Generally all major projects involving Civil Works, Electrical, Mechanical, 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.

(v) 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 tendering as per standard practice.

1.4 GREEN BUILDINGS

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.

i) 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

ii) Green Building Concept is to be incorporated in HAL as per guidelines issued by Govt. of India, Ministry of Heavy Industries & Public Enterprises / any other relevant Ministry from time to time.

1.5 INTERPRETATIONS OF THIS MANUAL CLAUSES

For any clarification or interpretation of any of the provisions of the Manual, the matter shall be referred to Divisional head of FMD, who shall be the competent authority to issue the clarification.

1.6 GENERAL INSTRUCTIONS

The instructions below are general instructions. They shall prevail in case of any general or case-specific conflict with the existing provisions of the works Manual.

For the purpose of these instructions;

(i) Instructions containing 'may' are to be considered desirable or good practices which are encouraged to implement but not mandatory.

(ii) Instructions containing 'should' are required to be followed in general. However, there may be circumstances where it may not be practical/ desirable to implement them. In such cases, the concerned officer may deviate by recording reasons in writing for not implementing the same.

(iii) Instructions containing 'shall' are mandatory; any deviation shall require relaxation of rules from the Management committee.

(iv) Instructions containing "allowed" indicate an optional course of action to be decided upon on merits.

(v) "Procuring Entity" or "Project Executing Authority" or "Project Executing Agency" means Central Government Ministries / Departments, Attached / Subordinate bodies including Autonomous Bodies or Central Public Sector Enterprises (CPSEs) (etc) executing projects / works.

(vi) "Public Authority" means HAL, which may be asking a "Procuring Entity" or "Project Executing Authority" or "Project Executing Agency" to execute a project or work on their behalf. For example, in case HAL executes the works through Central Public Works Department (CPWD), then HAL will be the public authority and CPWD will be the Procuring entity or Project Executing Authority or Project Executing Agency. (The public authority and the project executing authority may also be the same).

CHAPTER 2

TYPES OF CONTROL

2.0 CONTROL

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.

1) Administrative Control
2) Financial Control
3) 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.

2.2 FINANCIAL CONTROL

Financial Control is to ensure the following:-

a) No liability is incurred without the approval of competent authority as per DOP and allotment of funds as per approved Budget.

b) The funds allotted for works/services are spent only on the works that have been allotted.

c) The expenditure is incurred in accordance with accepted Rules / Procedures and Guidelines issued from time to time.

d) 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) Preparation of appropriate estimates based on standard Engineering principles/ practices.

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 in house / by the Consultant to be checked for meeting the functional requirement of user and technically accepted/approved by ATA.

f) In case of work for which tenders are to be invited on “Design and Construction/EPC contract basis, provision of Technical Sanction required as per HAL work procedures is not applicable as the contractor takes full responsibility for design and execution. However, the scope, description of work, specifications, approved conceptual drawings for Engineering and architectural planning, and schedule of quantities (if available) and as provided in the contract document, is to be kept on record.

g) Specifying foreign certifications/ unreasonable technical specifications/brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of ATA.

CHAPTER 3

TYPES OF WORKS

3.0 CLASSIFICATION OF WORKS

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

1) Original works (Capital works)
2) Repair/ Maintenance (Revenue works)
3) Services (Revenue works) - (Services covered in Chapter 21)
4) CSR Works (Under CSR Budget)

3.1 ORIGINAL WORKS

These consists 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, Lift, Low Voltage Works, Fire Alarm / Sensor, Access Control, CCTV [Closed Circuit Television], Computer Networking, Fire Fighting, Compressed Air Lines, Utilities etc, Civil and other Engineering works related to installation of Plant and Machinery. However, whenever independent works like Access Control, CCTV [Closed Circuit Television], Computer Networking are proposed to be installed separately the same shall be taken up through Purchase procedure as per DOP.

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.

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. Temporary sheds, lean to roof sheds, Platforms for storage of materials/any works which are temporary in nature.

d) Modification, Additions and Renovation work without increasing floor area of Buildings/ Hangars to be considered as repair / maintenance work.

3.3 CSR WORKS

Corporate social responsibility (CSR) is a company's commitment to manage the social, environmental and economic effects of its operations responsibly and in line with public expectations.

In line with the provisions of company Act 2013 and Rules notified there under, HAL framed CSR policy which has been approved by Board in its 380th Meeting and amended from time to time as required.

Accordingly, the works which are taken up by the HAL under CSR activity /budget shall be treated as CSR Works.

CHAPTER 4

REGISTRATION / ENLISTMENT OF CONTRACTORS & CONSULTANTS

4.0 GUIDELINES

a) The Registration/ Enlistment of Contractors & Consultants will be done as per the Divisional requirement.

b) Registration will be done by individual Divisions, except for Bangalore based Divisions where Facilities Management Division will do the registration centrally.

c) HAL can invite the applications for registration of contractors & consultants as and when required and agencies can submit the registration Application along with the credentials and application for registration is as per Annexure-W & X. Based on evaluation of contractor/consultant credentials, standing screening committee can recommend the technically qualified contractor/consultant for registration in HAL.

4.1 FIXING ELIGIBILITY CRITERIA

a) It is necessary to fix the eligibility criteria for registration / enlistment of contractor & consultant and same shall be considered for evaluating the eligibility criteria for registration. This registration shall be valid for Three years.

b) The minimum eligibility criteria shall be based on experience of similar works completed during last 7 (Seven) years with proof of satisfactory completion, registration with other organizations, financial standing etc. as detailed at Annexure – W, para 3(a). In case of service contractors, agency shall be a Pvt. / Ltd. Company.

4.2 EVALUATION /EXAMINATION OF APPLICATIONS

a) The requested contractor's/consultant's credentials shall be scrutinized by a standing screening committee. Evaluation of applications should be done on the basis of credentials submitted / uploaded after due verification. Physical verification of works executed by the agencies may be carried out (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, such applications can be rejected by the screening committee.

To assist in the scrutiny of applications for registration /enlistment clarifications may be called on application / credentials submitted. The request for clarification and the response shall be in writing/ email only.

b) Screening committee will recommend the list of eligible contractors for registration including rejected contractors and same will be intimated to the registered/rejected contractors with the approval of Divisional head.

4.3 REVIEW / UPDATING OF LIST OF CONTRACTORS / CONSULTANTS

a) 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.

b) 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.

v) Any registered contractor wishes to upgrade the category of their registration is required to submit fresh application with necessary eligibility documents.

c) Registered Contractor / Consultant will be notified in writing of the result of registration.

4.4 SUSPENSION AND DE-LISTMENT

a) 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.

b) 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.

c) A determination by HAL of any application for registration / enlistment or for reclassification, suspension or de-listment is at its absolute discretion.

d) HAL will not be liable for any costs or damages incurred in the above exercise of such discretion.

4.5 CONFIDENTIALITY AND PUBLICITY

a) 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.

b) 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.

c) Registered Contractor/Consultant should not advertise, promote or publish their registered/enlistment status without the prior written consent of HAL.

4.6 REGISTRATION CONDITIONS

a) Registered Contractor/ Consultant are entitled 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.

b) By signing the application form and applying for registration with HAL, Contractor/ Consultant agree to accept these Conditions of registration / enlistment.

c) 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.

d) Contractor/Consultant may be removed from the approved list for the following reasons: -

   i) The standard / quality of work has been unsatisfactory

   ii) His rate of progress in the execution of work has consistently been unduly slow

   iii) He fails to quote for the works consistently for three years

   iv) He has a habit of pressing unfair claims against the company

e) 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.

f) Registration of a Contractor / Consultant does not automatically entitle him to be issued with Tender documents. Based on his non performance / poor quality, issue of tender documents can be stopped temporarily for a specified period on recommendations of Officer-in-Charge after taking approval of Head of the Division. The Head of the Division 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.

g) 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.

h) Any adverse report on the performance of the Contractor/Consultant shall be intimated to all Divisions / Corporate Office immediately.

i) 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.

j) Consultant shall adhere to the provisions of the Architects (Professional Conducts) incorporated under the Architects Act in-force.

k) The approved list of Contractor/Consultant and 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.

l) 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 as per NIT (Tender Notice) and only after being reasonably satisfied on the basis of documents furnished that the Contractors are competent to undertake the works in question the tender documents will be issued to a such contractor.

4.7 DEBARRING/ BLACKLISTING/ BANNING OF CONTRACTOR

4.7.1 Introduction

a) In order to ensure compliance with the constitutional mandate, it is incumbent on HAL to observe principles of natural justice before debarring the business dealings with any Contractor. Since debarring of business dealings involves civil consequences for a Contractor concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

b) The objective of these guidelines is to have a common procedure for Debarring of Business Dealings with Agencies across the Company.

4.7.2 Scope

a) These guidelines are applicable to the services and contracts/projects across all the Divisions / Offices of HAL.

b) The General Conditions of Contract (GCC) of HAL provide that HAL reserves the rights to keep on hold participation in tenders or to ban business dealings if any Contractor has been found to have committed misconduct and also to suspend business dealings pending investigation.

c) However, absence of such a clause as mentioned above does not in any way restrict the right of the Company (HAL) to take action/decision under these guidelines in appropriate cases.

d) The procedure for (i) Division wide holds on participation of the Contractor in Tenders (ii) Suspension and (iii) Debarring of Business Dealings with Contractor, has been laid down in these guidelines.

4.7.3 Initiation of Debarring / Suspension

Action for debarring/suspension of business dealings with any Contractor should be initiated by the Concerned Department such as Indenting / Contracting / Executing Departments, etc. having business dealings with Contractor or by the department which floated the tender (in case where the tenderer has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part. Besides the Concerned Department, Vigilance Department of each Division/Offices/Corporate Vigilance shall also be competent to advise such action to the concerned Competent Authority/Department.

4.7.4 Suspension of Business Dealings

a) If the conduct of any Contractor dealing with HAL is under investigation by any department of any Division, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Contractor. Recommendation in the matter shall be submitted to the Divisional Head for this purpose.

b) If the Divisional Head, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Division of HAL to continue business dealings pending investigation, it may suspend business dealings with the Contractor. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative/concerned executive with the approval of the Head of the Division, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Contractors would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than Six Months and may be communicated to the Contractor and also to the Investigating Department.

c) Further to the suspension, the investigation, recommendation by the Concerned Department and final decision by the Divisional Head to be completed within Six Months from order of suspension.

d) The order of suspension of business dealings with the Contractor under investigation shall be communicated to all Departmental Heads within the HAL. During the period of suspension, no fresh contract will be entered into with the Contractor. Suspension would be valid only for the concerned Division of HAL.

e) As far as possible, the Contractor under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Contractor shall not be entertained during the period of suspension.

4.7.5 Grounds on which Debarring of Business Dealings can be initiated

a) If the security consideration, including questions of loyalty of the Contractor to the State, so warrants;

b) If the Director/Owner of the Contractor, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or HAL, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to HAL;

c) If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Contractor have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to HAL;

d) If the Contractor continuously refuses to return/refund the dues of HAL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;

e) If the Contractor employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to HAL ;

f) If business dealings with the Contractor have been banned by the Central or state Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to HAL;

g) If the Contractor has resorted to Corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents;

h) If the Contractor uses intimidation/threatening/misbehaves with HAL Official or brings undue outside pressure or influence on the Company (HAL) or its official in acceptance/performances of the job under the contract;

i) If the Contractor indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations/delayed the tendering process ;

j) Wilful indulgence by the Contractor in using sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (HAL) or not;

k) Based on the findings of the investigation report of Investigating Department against the Contractor for mala-fide/unlawful acts or improper conduct on its part in matters relating to the Company (HAL) or even otherwise;

l) Established litigant nature of the Contractor to derive undue benefit;

m) Continued poor performance of the Contractor in several contracts ;

n) If the Contractor misuses the premises or facilities of the Company (HAL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

o) If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with HAL.

Note:

1. The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and valid / sufficient reason.
2. No experience certificate shall be issued by Engineer in Charge/ Executing Authority against the contract to the Agency found to have submitted forged/ fabricated documents/ indulged in corrupt/ fraudulent practices.

4.7.6 Debarring of Business Dealings

a) A decision to ban business dealings with any Contractor by any one of the Divisions of HAL will apply throughout the Company.

b) Standing screening Committee with one member from Finance department shall be appointed by Divisional Head for processing the cases of "Debarring of Business Dealings".

c) The proposal of the Concerned Department for initiating action under the Guidelines for Debarring of Business Dealings based on their own findings and/or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing screening Committee for consideration.

d) The functions of the Committee shall, inter-alia include:

(i) To examine in detail the allegations/irregularities/misconduct mentioned in the proposal for debarring forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for debarring under the guidelines exists. If during preliminary meeting, Committee is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.

(ii) If it is decided to proceed for debarring action, to recommend for issue of show- cause notice (as per below para) to the Contractor by the Concerned Department, as to why action should not be taken against the Contractor, including its interconnected agencies, under the Guidelines for Debarring of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.

(iii) To examine the reply given by the Contractor to show-cause notice and call the Agency for personal hearing, if required.

(iv) To submit final recommendation to the Concerned Department for debarring of business dealings with the Contractor or Division wide Hold on participation of the Contractor in tenders or exoneration.

e) If debarring is recommended by the Committee of any Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant

supporting documents along with the recommendation of the Committee and proposed debarring period should be sent by the Concerned Department and duly forwarded by the Head of the Department/Unit, to the Head of the Division. Based on this proposal, a decision for debarring or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for debarring, then the case with detailed reasons shall be sent back to the respective Department/Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order: For exonerating the Agency if the charges/allegations are not established;

f) The Debarring period may range from 1 year to 3 years depending on the gravity of the case as recommended by the committee. Ordinarily, the period of debarring shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities/ lapses committed/ termination of contract due to poor performance, etc. However, in case of fraud/ forgery/corrupt/fraudulent practice or tampering of documents by the Agency as given in para above, the period of debarring to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of debarring provided the debarring order is issued within the period of suspension.

g) As far as possible, the Agency under debarring should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for debarring is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of debarring. In addition, if the Agency has been banned under provisions of Para 4.7.5, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the next level of CFA where the exigency to continue the contract has been clearly brought out.

h) In case the Competent Authority has decided to exonerate the Vendor / Contractor, the Concerned Department will issue the exoneration letter to the Vendor / Contractor concerned as well as communicate to all Departmental Heads within the HAL. If the Vendor / Contractor has been suspended in the case under consideration, in the same letter to the Vendor / Contractor it must be clarified that the Suspension has also been revoked.

4.7.7 Division wide Hold on participation of the Contractor in Tenders

a) If the committee recommends for Division wide Hold on participation of the Contractor in Tenders on coming to a conclusion that the charge against the Contractor is minor in nature, the Concerned Department shall put up a proposal to the Divisional Head containing facts of the case, proper justification of action proposed, relevant

documents along with the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Division wide Hold on participation of the Vendor / Contractor in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Vendor / Contractor by the Concerned Department. The period of Hold may range from 6 months to 1 year.

b) The effect of Division wide Hold on participation of the Contractor in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Contractor would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.

c) The modalities for effecting Hold on participation of the Contractor in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Division as the Hold is Division specific.

4.7.8 Show-cause notice

a) In case where the Competent Authority decides that action against a Contractor is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Contractor should be asked to submit within 15 days a written statement in its defense. It must be clearly mentioned in the Show-Cause Notice that HAL hereby proposes to initiate action against the Contractor in terms of the Guidelines on Debarring of Business Dealings. Generally, all communication with the Contractor shall be through email mentioned by Contractor in contract or last known email and postal address.

b) If the Agency requests for inspection of any relevant document in possession of HAL, necessary facility only for inspection of documents may be provided.

Note:

1. The above clauses shall be made as a part of tender document.
2. Divisional Head is the approving authority for Suspension, Debarring and Division wide Hold on participation of the contractor.

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CHAPTER 5

APPROVALS, SANCTIONS & ESTIMATES

5.1 CLASSIFICATION OF ORIGINAL WORKS

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

a) Major works, i.e., those costing more than Rs. 100 Lakhs each.

b) Minor works, i.e., that costing up to and inclusive of Rs. 100 Lakhs.

5.2. 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

5.2.1 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 as per the prevailing DoP guidelines after concurrence from the concerned 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.

5.2.2 Appropriation of funds

Appropriation / Re-appropriation of funds shall be done in accordance of DOP guidelines.

5.2.3 Administrative Approval

a) Administrative approval means sanction of the competent authority as per DOP to take up any work at an estimated cost.

b) Administrative approval for cost of demolition of works will be governed by DOP under respective powers of the following CFAs.

(i) CMD

(ii) CEO/FD

(iii) Head of the Division

Note:

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

5.2.4 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 original work or repair work proposed to be carried out by the Engineering Department. It also implies approval of Designs, specifications 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 (ATA) for according Technical sanction are indicated below:-

1	Senior Manager in case heading the department :	Full Powers for technical sanction
2	Chief Manager	Full Powers for technical sanction
3	AGM / DGM	Full Powers for technical sanction

Note:

i) ATA will be the senior most professionally qualified Officer in respective field of Civil Engineering and Electrical/Mechanical Engineering in the Division among the available Officers.

ii) In case of non-availability of appropriate ranked officer in the Division, the powers of technical sanction can be delegated by the Divisional Head to the professionally qualified officer available in the Division. In special cases depending on the area of work say projects, maintenance, etc., the Divisional Head may nominate ATA's in the Division for the respective areas,

iii) In case of Bangalore based divisions works planned and executed by FMD,

S. No.	Works	ATA
1.	Maintenance works	Senior most officers of Maintenance Department in the respective field like Civil, Electrical, Mechanical, etc.
2.	Project Works	Senior most officer of Planning, Contracts, Projects Department in the respective field like Civil, Electrical/ Mechanical, etc.

However, Divisional Head of FMD may approve a common ATA for Maintenance and Project works. Further, wherever CFA is Board/CMD/FD/CEO all proposals need to be coordinated by Head of FMD after technical sanction.

5.3 PROCEDURE FOR SANCTIONING OF WORKS

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

5.3.1 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]

5.3.2. 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 5.2.1 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.

5.3.3 Feasibility Study / Ground Survey

Before undertaking a project Feasibility Study / Preliminary Project Report (PPR- in case Board is approving authority) may be prepared by the Planning Department / concerned department. A presentation on the findings of the feasibility study / PPR may be made by a team (which may include engineers / consultants / outside experts, finance officers etc.) before designated competent authority. This is to provide an opportunity to the HAL/ user to have an overall assessment of the situation, appraisal of various options as well as likely challenges and mitigation measures. In the case of very large projects, such presentation may be made to the CEO/Director/CMD of HAL. The record of discussions

during the presentation may become part of the Detailed Project Report (DPR) and tender file / project record.

5.3.4 Availability of Land and Statutory Clearances

(a) It is desirable to have 100% of the required land in possession before award of contract; however, it may not always be possible to have the entire land due to prevailing circumstances. Also, it may not be prudent to put the entire process of award of contract on hold for want of the remaining portion of land, which in the assessment of HAL or the project executing authority, could possibly be acquired in a targeted manner after award of the contract, without affecting progress.

(b) Minimum necessary encumbrance free land should be available / released before award of contract. The minimum may be determined based on the circumstances of each case or general guidelines, issued by the concerned authorities. Only such land, non availability of which will prevent essential components of work from execution, should be insisted upon.

(c) Time taken in grant of statutory and other clearances also contributes to the time and cost of public projects. These clearances are required to achieve specific objectives like concern for the environment, aviation safety, preservation of national heritage, conservation of forest and wildlife etc. HAL / Project Executing Authorities should plan for obtaining all necessary clearance quickly and closely monitor the progress.

5.3.5 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.

5.3.6 Budget provision

In respect of all capital works, a separate projection should be made in capital budget. In case of unforeseen / emergency situation where budget provision is not available DOP guidelines shall be followed / prevailed.

5.3.7 Technical Sanctions

a) 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.

b) The proposal for the works in which percentage rate tenders or item rate tenders are invited shall invariably consist of the following before inviting tender;

(i) Technical Sanction

(ii) Detailed Estimate, Detailed Architectural drawings and specifications

(iii) Geotechnical Investigation Report wherever applicable

(iv) Structural drawings for the foundation and preliminary structural drawings of the Superstructure used to calculate quantities of the items

(v) Preliminary Drawings for Internal and External services

Note:

1. For maintenance works S.No. (iii), (iv) and (v) are optional which can be decided by ATA.
2. Architectural and structural drawing: Architectural and structural drawings (fit for construction) are among the core requirements for projects. Finalization of these drawings at the earliest, preferably at the time of preparation of the cost estimate itself, can help to determine quantities of various items of the work. Adverse consequences of not preparing these drawings before invitation of tenders may manifest in the form of delay in executions of the work and deviations in quantities of the items of work. Hence, efforts shall be made for availability of approved architectural and structural drawings preferably before invitation of tenders. Fit for construction (sometimes called Good for Construction) drawings means the architectural and structural drawings approved by the ATA as well as by the authority governing the extant rules / laws, including byelaws, such a local authorities.
3. Only because of Engineering / technical reasons such as site conditions necessitating changes in designs, drawings, specifications, material used etc.
4. In respect of work ordered through deviation orders / amendments to a contract, technical sanction will be accorded for the deviation orders / amendments.

5.4 ESTIMATES:

5.4.1 Preparation of Preliminary Project report (PPR) or Rough Cost Estimate

a) A preliminary project report (PPR) or Rough Cost Estimate shall be prepared for the works where the CFA is Board and PPR shall be prepared by the Planning Department /Engineering Department/ Project executing authority of Works based on land, Site Details, functional and space requirements (or Various Facilities, Special Requirements/ Features and Broad Specifications for specialised Equipment and Plants), layout Plans etc, with the technical details/ documents. In Principle approval indicating approval of the concept and scope of the project at the rough cost assessed shall be obtained from the Divisional Head.

b) The preliminary project reports provide the following details. According to the requirement of the project, the applicability of these details may be modified suitably.

i) Background of the work/ project justifying the need for the work;

ii) Details of scope of the project;

iii) Exclusions (if any) - This will cover part of the work, which is not included in this particular project estimate;

iv) Availability of land - There should be a clear indication about the availability of land required for completion of whole project. The land shall be made available free of all encumbrances;

v) Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services shall be ensured;

vi) Reference to Concept Plans/ Preliminary Drawings, if any and their acceptance- This shall indicate the details of Concept Plans/Preliminary Drawings prepared and their approval by the requisitioning authority;

vii) Relevant Cost benefits analysis with IRR/NPV of the project, including evaluation of options for cost sharing/ recovery (user charges) for infrastructure/ services. Principles of life Cycle Cost may also be considered, to the extent feasible;

viii) Cash flow: This will show year-wise requirement;

ix) Any other relevant documents.

5.4.2 Acceptance of necessity and issue of in-Principle Approval

Approval of Divisional Head for accepting the necessity of works and its Scope should be sought on the basis of PPR or Rough Cost Estimate and also in Principle Approval for preparation of Detailed Project Report or Preliminary Estimates.

5.4.3 Preparation of detailed Project report (DPR) /Preliminary estimates (PE)

(a) Once the project is considered viable and the Divisional Head gives approval, a DPR / Detailed Estimate should be prepared by the Planning Department /Engineering Department /Project Executing Agency with due care and accuracy, using latest technological tools collecting all relevant ground information including consultation with the field units, wherever applicable.

(b) Presentation may be made about the DPR before Divisional Head. In the case of very large projects such presentation may be made to the CEO/Director/CMD of HAL. The presentation may include salient features of the project including general layout, architectural drawings, broad specifications, cash flow (over the life of the project), composition of the project team, quality management plan for the project, important milestones in the project execution, obligations of the authority and the contractor / concessionaire (herein after referred to as “Contractor”) and possible risks and mitigation measures. The record of discussions during the presentation shall become part of tender file / project record and even DPR will also be revised based on the record of discussions.

(c) Wherever consultants are appointed for preparation of DPR, concerned HAL officers should also be associated with the process. These inputs can be useful in proposing best solutions for design and execution of the work as they are the custodian of legacy data, which may not be available with the consultants, as they may not be operating regularly in that geographical region.

d) The DPR generally may contain the following data; however any additional information that may be required for management consideration/ appreciation of the project can be included.

i. Reference to Concept plan/ preliminary drawings and their acceptance - This shall indicate the details of Concept plan/ preliminary drawings.

ii. Details of scope of the project indicating clearly the list of Engineering Services (Mechanical/ Electrical/ Plumbing) as well as Operation and Maintenance included or not included in the DPR/PE;

iii. Preliminary estimated cost – This will also include the expected escalation for the period of completion of the project. Cash flow projection should show year-wise requirement. While designing the projects etc, if and to the extent possible, principles of life Cycle Cost may also be considered;

iv. Time of the completion – This will consist of two parts, one for pre- construction activity till award of the work and the other one for the execution;

v. list of Approval of Statutory Bodies required;

vi. Annual plan allocation and cash flow;

vii. Systems to be adopted for project monitoring;

viii. Works accounting system;

ix. Quality assurance system/ mechanism;

x. Bidding Systems - Single, two parts, pre-qualification, Post- qualification

xi. Environmental impact assessment (EIA) of the project and approval thereof, wherever applicable (Optional).

xii. The DPR shall also contain detailed work breakdown structure (WBS) for the project, wherever applicable (Optional).

xiii. Work phasing & Packages of the works. Obstacle Limitation Surface (OLS) and color coded zoning maps for the airfield works, wherever applicable (Optional).

xiv. Project Risk analysis & Recommended Risk mitigation plan, wherever applicable (Optional).

5.4.4 Pre-Notice Inviting Tender (NIT) Conference

In complex and innovative procurement cases or where the HAL may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the HAL in obtaining inputs from the industry. Such conferences should be widely published so that different potential Contractors can attend.

5.4.5 Detailed Estimate

The estimates will be based on the current CPWD Delhi Schedule of Rates and will include any amendment / rate variation / cost index clause over and above by CPWD. Any change in the CPWD DSR made by Appropriate Authority of CPWD will automatically apply to HAL estimates and tenders. If any percentages are adopted over the DSR rates by CPWD, the same percentage will be applicable to HAL Estimates. The items, which are not available in the CPWD DSR, shall be considered based on prevailing market rate. Market rate shall be based on minimum of two budgetary quotes or derived rate based on material cost with labour expenditure and contractor's over head & profit of 10%. Rates for the market items and non-scheduled items may be finalized by a committee (Each member from planning, Execution/ Maintenance department, Finance Department constituted with the approval of Divisional Head) or consultants as the case maybe. However, these rates shall be approved by ATA.

Works shall be tendered and executed in line with CPWD specifications.

5.5 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/ independent E&M works/ Maintenance works a suitable time period of completion may be considered with the approval of ATA.

5.6 ADMINISTRATIVE APPROVAL

After the approval of the Capital Budget, all proposals will be submitted to the Competent Authority for according administrative approval.

a) To enable the competent authority to consider the proposals, the concerned department will submit the necessary information as per the details at Para 5.3.1 above in all aspects, to the competent authority through associated finance.

b) In case a Consultant / Architect is required to be engaged then administrative approval for engaging Consultant shall be as per DOP.

c) The estimates will be technically sanctioned by ATA, and subsequently put up through associated Finance for obtaining the administrative approval from the CFA.

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

e) 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 Rs.100.00 Lakhs and 5% for works costing below Rs.100.00 Lakhs and for establishment charges at 3% for both.

f) Administrative Approval accorded in terms of Proforma Annexure-B in the standard format will also be considered as approval for "Capital Appropriation Request" (CAR).

g) The provision of Contingencies is intended to cater for items of expenditure including photographs, cost of foundation stone, increase in tender rates / deviations / price adjustment /escalation if any etc. This may be utilised for purchase of equipment such as PC's, vehicles etc. Provision of 3% establishment charges 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 Divisional Head within the administrative approval amount.

h) Copies of the administrative approvals will be forwarded to the user department, Finance and accounts Department.

i) 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.

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. No expenditure shall be incurred on the abandoned works.

i) The following authorities for administrative approval have the full powers for excess over administrative approval within the ceiling at Para 5.2.3(a) provided funds can be found from within the amount sanctioned for the work:-

Details	CMD	FD/CEO	ED/GM/COP/CD
Without Change in scope	Full	Full	Full
Involving Change in Scope	Full	20%	15%

5.7 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 Divisional Head of the concerned division within the admin approved amount indicating the reasons required for Change in scope of work and same shall be intimated to next higher CFA in case the original approval was accorded by next higher CFA. In case of change in scope after Board approval, the Board shall be kept informed of the change and the reasons thereof or as provisioned for such amendments in the corresponding Board approval.

5.8 CAPITAL COMMITMENTS / EXPENDITURE

Sanction for commitments accorded/ regularised by Board lapse at the end of the third financial year, except project items. 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.

5.9 REPAIRS (REVENUE WORKS)

5.9.1 Ordinary Repairs and Periodical Services (ORPS)

For incurring revenue expenditure towards ordinary repairs and periodical services such as distempering / painting / white washing / cement painting / Exterior Emulsion / any other paint/ runway painting etc., including maintenance / repairs of buildings, roads, water works, runways / E&M equipments 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.

a. For all proposals for repairs concurrence of finance will be obtained in the standard format (Annexure – E).

b. 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 5.2.3(a) in the standard format (Annexure – E).

c. Separate format (Annexure – E-2) contains the list of items for which painting, distempering / 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 5.2.3(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.

5.9.2 Estimates for repairs and periodical services

Estimates for repairs and periodical services debitable to revenue head will be initiated by the Engineering Department sometime in June (RE of the current year and BE of the forth coming 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 Divisional Head, in consultation with associated finance will be reflected in the performance budget under “Repairs to Buildings, Roads etc.” / Plant and Machinery etc.

5.9.3 Maintenance services

The Maintenance 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 Divisional Head in consultation with associated Finance at the beginning of each year.

5.9.4 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.

b) The following monthly reports should be submitted to the Divisional Head by the 7th day of the succeeding month.

i) Status of capital commitments approved, anticipated and balance yet to be committed etc., as per standard format (Annexure – E-5).

ii) Progress report on capital works as per standard format (Annexure – E-6).

iii) 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).

5.10 DEPOSIT WORKS

Generally all the Original/ Repair / Annual maintenance works are carried out by works department of the division having established structure as per works manual (Refer S1 & S2). However, if the Division doesn't have adequate manpower as required or works have to be carried out in the outstation where HAL works department establishment is not there or due to any other exigency, in such cases, the work(s) shall be carried out as depository work through Public Works Organizations (PWO) as mentioned in GFR with the approval of competent authority.

Depository Works through PWO, PSU & Organizations setup to execute Works:

i) Public Works Organizations (PWO);

ii) Public Sector Undertaking (PSU)/ Organizations setup to execute Works.

5.10.1 Works through Public works organisations

a) HAL may assign original works of any value or Annual Maintenance works of value Rupees. Thirty Lakhs and above through Public Works Organization (PWO), such as Central Public Works Department (CPWD), State Public Works Department, others Central Government organizations authorized to carry out civil or electrical works such as Military Engineering Service (MES), Border Roads Organisation (BRO), etc. or Ministry/ Department's construction wings of Ministries of Railways, Defence, Environment & Forests, Information & Broadcasting and Departments of Posts, and Space etc.

b) PROCEDURE :

i) The first step in this regard is seeking the willingness of PWO to take up the HAL Original works / Maintenance works. While soliciting the willingness it shall be mentioned clearly in HAL request that "HAL is at no obligation to award the work to the PWO & that soliciting will not constitute any right to the PWO to claim the award of work". Based on the willingness received from PWO, preliminary administrative approval shall be obtained from CEO/Director to take up the depositary work(s) through which PWO and for further progressing on preliminary discussion with the identified PWO.

ii) Based on the scope of work, preliminary discussion shall be taken up with the proposed PWO.

iii) PWO shall submit the preliminary estimates/ concept and draft MOU including terms and conditions to HAL for further discussion.

iv) A Memorandum of Understanding (MoU) may be drawn with the Public Works Organisation for proper execution of work. The MoU should spell out the obligations on the part of Public Works Organization regarding execution of works as per specifications and for maintaining quality and speed of execution of works as per schedule. Work generally shall be executed as per the standards specifications/DSR being followed by the PWO. Different stages at which funds shall be released to the Public Works Organization should also be clearly spelt out. Such MoU would normally be for a specific standalone work. In case of MoU with Public work Organisations (PWOs) it could also be as a long-term framework MoU. A Sample MOU delineates complete procedure of assignment of work to PWO and its monitoring is shown in ANNEXURE-AC. However, MOU sample format can be changed to suite the specific requirement, and also get the MOU document vetted from the legal cell;

v) A committee shall be formed as per Annexure V of DOP with the approval of Chairman of the committee. Committee shall negotiate departmental charges and terms of payment and changes in MOU terms if any. Negotiated terms shall be incorporated in the MoU.

vi) Board approval shall be obtained for

a) Capital Sanction of fund if not included in the capital budget (with respect to works of capital in nature).

b) Assigning of work to the identified PWO on deposit work basis with the agreed terms and conditions of MoU.

c) Authorizing Director / CEO / Head of division to:

(The following clauses are indicative only and can be modified as deemed suitable)

i. Hold Meeting with PWO to discuss and finalise the amendments related to work as per MoU and conclude the amended MoU for execution of work within overall sanctioned amount on Deposit work basis.

ii. Re-appropriation of funds if any within overall sanction, approve variations / deviations / additional works, issue amendments for smooth execution of work.

iii. On receipt of Board approval, MOU shall be signed by authorised representative of HAL and approved PWO.

iv. Approved PWO shall submit the preliminary estimation.

v. Admin approval and sanction of budget shall be accorded by Director / CEO/ Head of division as per sub delegation of powers as approved by Board of Directors.

vi. Execution of work as per signed MOU terms and conditions.

5.10.2 Works through PSU/ any Central/ State Govt. Organization

a) As an alternative, HAL may assign Annual Maintenance works and original works of any value to :

i) Any Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works; or

ii) To any other Central/ State Government organisation/ PSU which may be notified by the Ministry of Urban Development (MoUD).

b) Procedure

i) For the assignment of work under provisions of para 5.10.2 (a), HAL shall ensure competition among all such eligible PSUs or any organizations (setup for execution of works). This competition shall be essentially on the lump sum service charges to be claimed for execution of work.

ii) The award of work to a PSU or any organizations (setup for execution of works) should be taken as Project Management Consultancy (PMC) and the concerned PSU or any organizations (setup for execution of works) shall be treated as consultancy firm. Relevant methods (QCBS, LCS, etc) for procurement of consultancy will be applicable.

iii) Since, the proposal for awarding of work to PSUs is not on a single tender/ nomination basis, the administrative approval and award of work shall be in line with DOP.

iv) In exceptional cases, for assignment of work on nomination basis to PSU or any organizations (setup for execution of works) shall be operated in line with DOP. The work under these circumstances shall also be assigned only on the basis of lump sum basis.

v) A Memorandum of Understanding (MoU) may be drawn with the Public Sector Undertaking or any organisation for proper execution of work. The MoU should spell out the obligations on the part of Public Sector Undertaking or any organizations (setup for execution of works) as per specifications and for maintaining quality and speed of execution of works as per schedule. Work generally shall be executed as per the standards specifications/DSR being followed by the PSUs. Different stages at which funds shall be released to the Public Sector Undertaking or any organizations (setup for execution of works) should also be clearly spelt out. Such MoU would normally be for a specific standalone work. In case of MoU with the Public Sector Undertaking or any organizations (setup for execution of works) it could also be as a long-term framework MoU. A Sample MoU delineates complete procedure of assignment of work to PSUs or any organizations (setup for execution of works) and its monitoring is shown in ANNEXURE-AC. However, MOU sample format can be changed to suite the specific requirement, and also get the MOU document vetted from the legal cell;

vi) The Public Sector Undertaking or any organizations (setup for execution of works) allotted work shall execute the work as per the terms and conditions as prescribed in the tender / MoU.

vii) The Public Sector Undertaking or any organizations (setup for execution of works) allotted work shall then execute the work entrusted to it in accordance with the rules and procedures prescribed in that organization.

5.10.3 Works Committee

For execution of any deposit work, under the provisions of Para 5.10 above, HAL shall constitute a "Works Committee", whether on ad hoc or standing basis with the approval of CEO/Director; comprising of representatives from (a) user department, (b) planning department / project department and (c) finance department. It is to be ensured that minimum one of the committee member should possess technical skills and experience of framing estimates and execution of works. If need be, member(s) may be co-opted from other HAL Divisions and in very special cases any officer technically sound from Government agency such as CPWD/ Public Works Organization, NIT/ IIT or a relevant National Research Institute, etc. The Works Committee shall ensure observance of due process in the planning and execution of works, check the reasonability of the estimates and other technical details and monitor the execution of the works.

5.11 PROFESSIONAL MANAGEMENT SERVICES RENDERED BY HAL

Professional Management / Technical services rendered by HAL to JV's and other Non-HAL Entities shall be generally charged @ 10% to 12.50% 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.

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CHAPTER 6

ROLES & RESPONSIBILITIES OF OFFICERS

6.1 DEPARTMENTAL HEAD

The senior most professionally qualified officer in the Civil / Electrical Engineering 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.

6.2 PLANNING SECTION HEAD

a) 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 Officer-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 Officer-in–charge of work for execution and will also provide clarifications whenever required.

b) In case of works where architectural/structural/planning inputs are not required, the Officer-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 Officer-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.

c) The Planning & Contracts Head may appoint a dedicated team for planning and contract works in case of major time bound project works.

6.2.1 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 buildings and all services [Civil, Electrical & Mechanical]
- Fixing of completion period for work in consultation with user/ client/ consultant etc
- Obtaining administrative approval from the CFA inline with DoP.
- Preparation of schedule for work
- Technical Scrutiny of deviations, NTI's (Non-Tendered Items).
- Preparation of bill of quantities and specifications including Tender Drawings as per admin approval.

Note :

(All these activities will be in the domain of planning Department, however, the divisions where specific planning department is not separately available, these activities shall be carried out by respective works / Projects / Plant maintenance departments).

6.3 CONTRACT SECTION HEAD

a) 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.

b) Here, a time schedule will be prepared by the Head of contracts section for completion of activities leading to award of work.

c) ACTIVITIES OF CONTRACT SECTION

- Preparation of price bid for bill of quantities as per admin approval.
- Preparations of Notice Inviting Tender (NIT) and hosting on HAL Web site, CPP Portal, etc., for wide publicity.
- Call of tenders and pre-bid meeting [Wherever required]
- Receipt of Tenders
- Preparation of Comparative Statement of bidders (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
- Scrutiny of deviations, NTI's and Bills in line with conditions of contract and relevant works manual clauses.
- Scrutiny of Contract agreement and obtaining legal opinion on Bank Guarantee submitted towards security deposit, mobilisation advance etc., in case contractor submitted BG format is not inline with the Tender BG Format including Bank confirmation.
- Issuance of attested copies.
- Issuance of amendment/contract if any.

Note:

All these activities will be in the domain of Contract/Tendering Section, however, the divisions where specific Contract/Tendering Section is not separately available; these activities shall be carried out by respective works / Projects / Plant maintenance departments.

6.4 EXECUTION SECTION

The Civil and Electrical works shall be handled by team of Officers and headed by Chief Manager /Senior Manager/ Dept Head in case there is no CM/ SM as Officer in-charge of the project.

a) 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 (Defect Liability Deposit)
- 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
- As-built drawings should be submitted by Construction agency/Contractor in co-ordination with execution team / Planning

b) Head of Project Execution section

(i) Strategic:

- Conceptualization, design and converting the user requirement into Project/ Infrastructure which will enhance the production requirements at optimum use of resources
- Develop the teams in Planning and Execution

(ii) Operational:

- Lead and guide the multi disciplinary teams to achieve the planned results
- Create and institute mechanism for controlling and monitoring the projects
- Contract Management / Conflict Management / Project Management
- Overall responsibility of project implementation, field activities & supervision of construction team.
- Responsible for Handling the correspondence with contractor & Divisional CFA
- Co-ordination of all construction activities with contractor & local authorities
- Responsible to resolve site problems and giving right decisions at right time to avoid delay in execution of projects, issue of drawings on regular basis
- Coordinate with OIC's& EIC's in the overall project execution
- Coordinate with planning team for the design & drawing work
- Ensuring effective and regular supervision for the works and check compliance of quality and conformity with the standards, specifications and drawings prescribed in the contract and certify the same.
- Reviewing regularly the compile quality control data obtained from the construction site, verify the accuracy of such data through random checks of the records and carry out independent tests if necessary.
- Provide certification on the quality of works accomplished and on their conformity to the specifications and drawings.
- Co-ordinate approval of designs, drawings and data sheets submitted by the contractors of turnkey contracts, whenever applicable.

- To be committed to a team ethic with Divisional CFA, his colleagues & contractors to check that the works are satisfactorily completed within time & cost quality and to the required technical standards .
- To check & agree/modify, as necessary (with assistance OICs & EICs) all the contractors monthly payment statements and send the Bills with certification for payment by the division
- To chair all formal monthly/weekly progress meetings with each contractor (formal meeting more often, if needed to purse adequate progress resources) and to prepare and distribute accurate minutes to all parties.
- To manage his site staff in an effective manner to provide full coverage of critical events, all site monitoring activities, and that material and workmanship is correctly tested and witnessed by his staff for full compliance with the specifications and drawings.
- He must endeavor to ensure that his staff is flexible in their approach and assist each other, as the varying needs arise.
- To monitor overall progress on each contract with the assistance of his staff.
- To resolve with the assistance of the back-up teams, problems arising on the site, both technical and financial.
- Through keen and constant observation and discussion, to anticipate critical activities in advance of occurrence.
- To be responsible for all main correspondence between Division and the contractors and arrange for the correct and prompt action as appropriate.
- To issue site instruction (& involving payment) with due approval and memos (involving no payment, but requiring the contractors attention and action)
- To be the channel through which drawings documents, including revisions are issued to the contractors
- To recommend issue Completion certificate at the end of construction/supply / installation works on site.
- To ensure final account statement from each contractor and certification, including the remaining retention until the end of the defects liability period.
- To ensure that defects are satisfactorily remedied during the liability period.
- To ensure & agree/ correct final release of retention payments statements certification at the end of defect liability period.

(iii) People Supervision / Directing employees

- Communication with inter and intra departments to achieve the organization objective
- Good Leadership qualities
- Effective Team Management

(iv) Financial

- Adopt appropriate Project evaluation and review/monitoring techniques to avoid cost and time over run.
- He should forward Bills of contractors duly checked with payment advice to Divisional CFA/Finance.
- Prepare work plans for achievement of yearly physical & financial targets of the project.

c) ENGINEER-IN-CHARGE / OFFICER-IN-CHARGE

i) 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 and above 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/OIC is an officer of appropriate seniority with extensive experience in the respective field. For illustration, a project costing Rs. 3 Crores or more, the EIC should be an officer not less than Grade IV/V subjected to availability of suitable Officers.

ii) 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. The Engineer-in-charge/ Officer-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.

iii) The duties of the representative of the Engineer-in-charge are to carry out extensive supervision of the works, testing and examination of 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 Officer-In-Charge.

iv) The Officer-in-charge may from time to time delegate to his representative any of the powers/ authority vested with Officer-in-charge. Any written instruction or written approval given by the representative of the Officer-in-charge to the contractor within the terms of such delegation shall bind the company as though it had been given by the Officer-in-charge.

v) Failure of the representative of the Officer-in-charge to disapprove any work or materials shall not prejudice the power of the Officer-in-charge thereafter to review such work or materials and to reject the same, order the pulling down, removal or dismantling thereof.

vi) If the contractor is dissatisfied with any decision of the representative of the Officer-in-charge, shall be entitled to refer the matter to the Officer-in-charge, who shall there upon confirm, reverse or vary such decision.

vii) Issue notices to contractors

6.5 CHIEF MANAGER / SENIOR MANAGER

Shall be responsible for the following:-

a. All Pre-award and post award activities of the contracts.

b. Engineer-in-Charge / Officer-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 / imposing liquidated damages.

c. Shall administer the contract as Engineer-in-Charge / Officer-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 / Officers / 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.

k. Check the entire consultancy services rendered by the Consultant for its economy, structural soundness and conformity to standards / statutory provisions .

6.6 MANAGERS / DEPUTY MANAGERS

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) 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.

e) 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.

f) 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.

g) 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.

h) To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are effected from Contractors running account bills.

i) 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.

j) To submit to the competent authority the progress report, in required form, monthly, so also statements of cement and steel.

k) 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.

l) To ensure the progress on every contract in accordance with the appropriate stage of its time and progress chart.

m) To prevent Contractor from proceeding with any work of extra / deviated items without approval of competent authority.

n) 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.

o) Check, verify and endorse the hindrances in the hindrance register for approval of Senior Manager / Chief Manager.

p) Issue site orders in the site order book.

6.7 ENGINEER / ASSISTANT ENGINEER

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 of non availability of suitable officers for Officer-in-Charge, Engineer-in-Charge will also carry out the duties of Officer-in-Charge.

6.8 SUPERVISORS

Employees in the scale 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 Officer-in-Charge.

e) Checking layouts / structures / reinforcements / shuttering with drawings and ensuring incorporation of all details as per drawing / instructions of the Officer-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.

6.9 HEAD OF SERVICES IN CASE OF FMD

(a) Strategic –

- To evolve methodologies for preventive/breakdown maintenance, optimization of Energy consumption and implementing the same
- Develop the teams for services management
- Statutory approval planning and co-ordination

(b) Operational –

- Lead and guide the multi disciplinary teams to achieve the planned results.
- Interact with Users/Stake holders and statutory authorities for the development of the Schedules of projects, meeting the user department's time line.
- Create and institute mechanism for controlling and monitoring the services.
- Co-ordination of all services activities with project team.
- Periodical technical scrutiny.
- To be committed to a team ethic with Divisional CFA, his colleagues to check that the works are satisfactorily planned within time & cost and to the required technical standards.
- To chair all formal monthly progress meetings with user department and services team.
- To manage his staff in an effective manner to provide full coverage of critical events, all monitoring activities.
- He must endeavor to ensure that his staff is flexible in their approach and assist each other, as the varying needs arise.
- To monitor overall progress on each project with the assistance of his staff.
- To resolve with the assistance of the back-up teams, problems arising on the site, both technical and financial.
- Through keen and constant observation and discussion, to anticipate critical activities in advance of occurrence.
- To be responsible for all main correspondence between Division and his team and arrange for the correct and prompt resolving as appropriate.

- To recommend issue Completion certificate at the end of construction/supply / installation works on site.
- To check & agree/modify final account statement from each contractor and certification, including the remaining retention until the end of the defects liability period (if mandatory by Divisional Head)
- Supervision & Review of Contracts related to Service department
- Supervision of services dept i.e. Maintenance, IT, Telephone
- Technical scrutiny of service, Revenue and capital related works assigned
- Review MPR, CPR pertaining to Execution of Project work
- Execution of CSR work

(c) People Supervision/Directing Employees –

- Communication with inter and intra departments to achieve the organization objective
- Appraise performance of subordinates to ensure their improvements
- Direct employees to ensure the Services to the Company
- Ensure the required training for employees to execute the work in proper manner

(d) Financial –

- Adopt appropriate Project evaluation and review/monitoring techniques to avoid cost and time over run
- Prepare work plans for achievement of yearly physical & financial targets of the project.
- Ensure all concurrences are in line with company rules & DoP
- Project the required budget for the year based on previous years expenditure & planned activities for the next year
- Project capital requirement

6.10 ROLES & RESPONSIBILITIES OF OFFICERS/WORKMAN

Division's organisational framework provides the foundation for coordinating and administrating the works management system controls. Respective departmental heads has to define the roles & responsibilities of officers & workmen of their department in a structured format. The departmental head can decide on the responsibilities enumerated in the above paras for assigning to the officers and workmen. However, it is to be noted above responsibilities are indicative and departmental heads may assign appropriate responsibilities not mentioned in the above paras as deemed necessity for execution of work. Invariably the departmental Heads will be assigned roles and responsibilities by the Divisional Head and may also assign additional responsibilities for smooth functioning of the Division and for execution of assigned tasks of the division.

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CHAPTER 7

CLASSIFICATION OF CONTRACTS

7.0 TYPES OF CONTRACTS

i) Item rate Contracts

ii) Design & Execution Contracts

iii) Design / Technical Consultant

iv) Technology & Management Consultants

v) Service Contracts (Refer Chapter 21)

vi) Term Contracts

vii) Percentage Rate Contracts

7.1 ITEM RATE CONTRACTS

This form is used for works in which contractors are required to quote the rates against each item of work.

i) These contracts may be concluded either by TWO / THREE bid system or SINGLE bid system depending on the nature of work.

ii) 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.

7.2 DESIGN & EXECUTION CONTRACTS (EPC - Engineering, Procurement and Construction)

i) Item Rate contracts may be substituted by EPC contracts wherever 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.

ii) Unlike the normal practice of construction specifications, the technical parameters in the EPC Agreement are based mainly on output specifications / performance standards. Procuring Entity specifies only the core requirements of design and construction of the project that have a bearing on the quality durability, reliability, maintainability and safety of assets and enough room is left for the contractor to add value. The Contractor has full freedom to design and plan the construction schedule using best practices to achieve quality, durability, reliability, maintainability, and safety as specified along with efficiency and economy. Projects risks such as soil conditions and weather or commercial and technical risks relating to design and construction are assigned to the Contractor. The HAL bears the risk for any delays in handing over the land, approvals from local authorities, environment clearances, shifting of utilities and approvals in respect of engineering plans.

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, specialised interior works, etc. Tenders for such works therefore normally will be issued only to selected firms who have facilities both, i.e. in design as well as execution.

iii) 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.

iv) 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.

v) 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.

7.2.1 Evaluation of Technical Bid

i) The Technical Bid will be opened initially and would be examined by a Technical Committee constituted in line with Para 10.2. 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.]

ii) 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.

iii) Tender clause for Presentation:-

The agencies qualifying in Technical Bid – (i.e. 30/75) 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. In presentation agencies shall get 10/25 marks the committee shall select the agencies who got a minimum of 40 marks out of the 100 marks in evaluation of Technical Bid and Presentation. The Commercial Bid – Part B of agencies qualifying [getting a minimum of 40/100] 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.

iv) 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].

v) 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.

7.2.2 Price Bid Evaluation

i) The Envelope-Part B (Price Bid) of those tenderers whose marks are 40/100 in the Technical Bid & Presentation put together will only be opened and evaluated further.

ii) 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 Px = L1 /Lx [Lowest Value among them / Values of that agency] and ranked as P1, P2, P3, P4 etc. after the arithmetic check.

iv) 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.,

v) 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)

7.2.3 In EPC contracts, since primary responsibility to execute the work lies with the EPC contractor, success of the project also depends upon the quality of the tender document wherein enough clarity on the broad framework for execution of the work and the obligations of the contractor needs to be built in. In case of EPC contracts, only general arrangement drawings and architectural control parameters should be part of the EPC tender document. For executing contract on Design and Execution methodology (EPC - Engineering, Procurement and Construction) , the following important provisions are to be considered while framing estimate, preparing NIT, etc:

i) Item Rate contracts may be substituted by EPC contracts wherever 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.

ii) Unlike the normal practice of construction specifications, the technical parameters in the EPC Agreement are based mainly on output specifications / performance standards. Procuring Entity specifies only the core requirements of design and construction of the project that have a bearing on the quality durability, reliability, maintainability and safety of assets and enough room is left for the contractor to add value. The Contractor has full freedom to design and plan the construction schedule using best practices to achieve quality, durability, reliability, maintainability, and safety as specified along with efficiency and economy. Projects risks such as soil conditions and weather or commercial and technical risks relating to design and construction are assigned to the Contractor. The HAL bears the risk for any delays in handing over the land, approvals from local authorities, environment clearances, shifting of utilities and approvals in respect of engineering plans.

iii) Selection of the contractor is based on open competitive bidding. All project parameters such as the contract period, price adjustments and technical parameters are to be clearly stated upfront, and short-listed bidders are required to specify only the lump sum price for the project. The bidder who seeks the lowest payment is awarded the contract. The contract price is subject to adjustment on account of price variation during the contract period as per a specified formula. It also lays down a ceiling of 10 (Ten) per cent of contract price to cater for any changes in the scope of project, the cost of which the HAL will bear.

iv) The selected Contractor carries out survey and investigations and also develops designs and drawings in conformity with the specifications and standards laid down in the Agreement. HAL Engineers reviews the design and drawings to ensure that

these conform to the scope of the project, design standards and specifications. Any comments by the HAL on the design proposals submitted by the contractor are to be communicated in totality once in a time-bound manner as indicated in the schedule. The contractor is free to proceed with construction after the expiry of specified period in case no remarks/ clearances are given by the HAL.

v) The Contractor is liable to pay Liquidated Damages for each day of delay beyond the specified date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Price. However, the Contractor is entitled to time extension arising out of delays on account of change of scope and force majeure or delays caused by or attributable to the HAL.

vi) Monitoring and supervision of construction are undertaken through HAL Engineers / through PMC , (a qualified firm that will be selected through a transparent process) acting as a single window for coordination with the contractor.

vii) Each item of work is further sub-divided into stages and payment based on output specifications and performance standard is to be made for each completed stage of work. Defects liability period of two years may be specified in the Agreement in order to provide additional comfort to the Procuring Entity.

viii) Model bidding documents and Model EPC contracts of National Highways Authority of India (NHAI) and Ministry of Railways may suitably revisited or modified wherever required to suit the requirements of HAL, may be adopted. (EPC mode tender documents can be downloaded from the www.cppc.gov.in)

ix) The selected Consultant has to have good experience in design, project supervision and works management. The HAL must have an experienced team with (works committee) to super check the quality of supervision exercised by the CONSULTANT's Engineer, including quality of design review, site supervision, quality audits, etc. Periodic audits of the Consultant's Engineer functioning are desirable in ensuring that the Consultant's Engineer carries out his tasks professionally.

x) In complex projects, a third party consultant be deployed for specific tasks like design audit, quality audits, safety audits, etc., to cross-check the Consultant's Engineer's diligence in the process.

xi) Enabling estimate can be submitted as per HAL requirement for carrying out pre-construction activities wherever required for conceptual planning purpose to assess the precise requirement of the scope of work.

xii) EPC contracts shall specify broad technical specification and key output parameters. Over-specification of design may lead to increase in cost. Technical specifications shall be framed in such a manner to allow sufficient freedom to the contractor to optimize design.

xiii) The concerned consultant appointed by the NIT approving authority shall prepare the concept design, preliminary drawings and specifications based on detailed requirements of the work, in consultation with the user before preparation of Preliminary Estimate.

xiv) The tenders based on Design and Execution mode cannot be the model based on item rates and quantities hence the estimated cost for such tenders may be worked out on the basis of CPWD plinth area rates as per norms and the cost suitably modified considering applicable cost index or by adopting any other appropriate method as decided by NIT approving authority. Preliminary drawings and specifications approved by the HAL shall form part of the NIT.

xv) Soil investigation report shall be appended in the NIT for indicative purpose only.

xvi) The responsibility of investigations, designing, planning, procurement, construction, safety, quality and risk of Engineering lies with the contractor and the same will be incorporated in the NIT. In case of EPC contracts, timelines for submission of drawings by the contractors and approval thereof by the competent authority should be clearly prescribed in the tender document, wherein, damages for non adherence of such timelines in this regard may also be incorporated.

xvii) Milestone to the payment of the contractor should be fixed in a manner that facilitates smooth cash flow for the contractor as well as progress of the work. Milestones fixed should avoid excessive front loading or back loading, i.e., amount of payment should be commensurate with stage-wise quantum of work/ cost incurred. Milestones for payment to the contractor should also be linked with the deliverables. Mode of measurements for payment purpose will be decided by the NIT approving authority.

xviii) The award of work shall be decided based on competitive call of tenders. L1 / H1 offer shall ascertain the reasonability of prices using analytical methods such as tendered amount for similar works whose tenders were accepted in the recent past, etc.,.

Note: Provisions stated at par (a) to (f) should be included in commercial conditions.

(a) Limitation of liability for procuring entity as well as contractor.

(b) Deviation limits and procedure for change of scope.

(c) Contract closing timelines and procedure to ensure timely closing of the contract.

(d) Performance parameters and liquidated damages for shortfall in performance.

(e) Risk matrix and responsibilities of the contractor and the procuring entity.

(f) In addition, a latent defect period beyond the defect liability period may be included to protect the procuring entity and public authority interest in case of any design/ engineering defect after the defect liability period is over wherever appropriate.

7.2.4 To mitigate the risk involved in the methodology proposed by the contractor the project executing authority/HAL shall either have an in-house engineering, quality assurance and project management expert or alternatively hire experienced engineer to intensively examine the proposal submitted by the contractor project executing authorities are to ensure that optimal technological solutions are provided by the contractor.

7.2.5 To ensure quality regular inspection and quality checks must be carried out. The project executing authority/HAL shall carry out stage inspections in manufacturing of critical equipment/critical activities of the project.

7.2.6 For adopting EPC mode of contracting specific approval need to be taken from the CFA duly justifying with the reasons.

7.3 ENGAGEMENT OF DESIGN / TECHNICAL CONSULTANTS

i) Design/ Technical Consultant may be appointed to establish design, estimation and drawing including Tender preparation to invite tender, under Item Rate Contracts / percentage rate contract. 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 7.7 (c)

ii) 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.

7.3.1 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

k) Compressed air lines

7.3.2 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/consultant.

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

7.3.4 Tenders shall be invited in Two Bid system / Single Bid system as per the nature of the work through 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.

7.3.5 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.

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

7.3.7 Substitution of key personnel during execution of consultancy contract

(i) Quality in consultancy contracts is largely dependent upon deployment and performance of key personnel, during execution of the contract.

(ii) The following conditions should be incorporated in Tender Documents for Procurement of Consultancy Services:

a) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the HAL.

b) Replacement of First 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of contract.

c) In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (Ten Percent) and for the third 10% replacement such reduction may be equal to say 15% (Fifteen percent).

d) In case such percentages mentioned above are not relevant, or for some other practical considerations, for a particular contract, the respective divisions of HAL may formulate a suitable mechanism following the above logic, which should be specified in the tender documents.

7.3.8 Fixed Budget-based Selection (FBS) for Consultancy Services

i) In addition to three methods for selection/evaluation of consultancy proposals viz. Quality and cost Based selection (QCBS), Least cost System (LCS) and single source selection (SSS). Fixed budget based selection (FBS) method is hereby also allowed for selection of consultants. Under this method, cost of the consulting services shall be specified as a fixed budget in the tender document itself. FBS may be used when:

   a) the type of consulting service required is simple and/or repetitive and can be precisely defined: and

   b) the budget can be reasonably estimated and set based on credible cost estimates and/or previous selections which have been successfully executed; and

   c) the budget is sufficient for the consultant to perform the assignment.

ii). Under FBS, the selection of the consultant shall be made by one of the following two methods.

   a) By a competitive selection process, based only on quality, using specific marking criteria for quality in the manner as enclosed at Annexure – F and which can be suitably modified for the requisite parameters for design / technical consultants. The proposal with the highest technical score that meets the fixed budget requirement shall be considered for placement of contract.

   b) In case of repetitive or multiple assignments, by empanelling suitable consultants, through an open advertised process with specified quality criteria. Thereafter, selection of a specific consultant for a specific assignment from such panel shall be based on overall considerations of HAL interest including timeliness, practicability, number of other assignment already given to that consultant in the past, etc. In cases the budget for each assignment shall be fixed by the HAL.

7.4 TECHNOLOGY & MANAGEMENT CONSULTANTS

The following works would come under this classification:

i) Facility Management

ii) Quality, Energy, Environment & Safety Management including Audits

iii) Water & Waste water Management including Audit

iv) Solid Waste Management

v) Green Building

vi) Gardening, Horticulture & Landscaping

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 / percentage rate contracts. Further, tenders / consultancy services shall be finalized as detailed under “Engagement of Design / Technical Consultants” at Para 7.3.4 or alternatively at Para 7.3.5:

7.5 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 Rs. 2,00,000/-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.

Main term contract shall be awarded with the approval of CFA as per DoP. The respective Departmental Heads will be the approving authority for award of each work under main term contract with the concurrence of finance.

i) Such Term contracts should be based on the Delhi Schedule of Rates applicable to the region and contractor should be asked to quote above or below the CPWD Delhi schedule of rates to the lowest renderers as per tender.

ii) 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 25000/- Also, painting item contingent with the above respective works can be included in the term contract.

7.6 PERCENTAGE RATE CONTRACT

7.6.1 Percentage Rate Contract: This form of contract is used for works in which contractors are required to quote rates on percentage basis i.e. above or below the estimated cost put to tender based on CPWD DSR.

This form should be used in tenders for a work where the items of works constituting a major part of the estimated cost put to tender are based on CPWD Delhi schedule of rates.

Generally, Tenders should be invited through Percentage rate contract. However, tender can be invited under item rate contract in the following circumstances and same should be brought to the Notice of CFA in the admin approval proposal:

a) When DSR items amounting to less than 80% of the total estimated value.

b) In case of specialized works (i.e the works which are not in the DSR).

c) Where estimation is based on budgetary quotation i.e. where detailed analysis of rates is not available.

d) Due to any other specific reasons

7.6.2 Estimates

i) The estimates will be based on the current CPWD Delhi Schedule of Rates and will include any amendment / rate variation clause over and above by CPWD. Any change in the CPWD DSR made by Appropriate Authority of CPWD will automatically apply to HAL estimates and tenders. Cost Index are adopted over the DSR rates by CPWD, the same Cost Index will be applicable to HAL Estimates. The items, which are not available in the CPWD DSR, shall be considered based on prevailing market rate as detailed at para 5.4.5.

ii) The estimate should not contain items with conflicting, vague and ambiguous provisions, proprietary items resulting in disputes, delays and financial losses.

iii) "Rate only" items without giving quantity against the item should not be provided in the estimate or, bill of quantities in the tender.

NOTE:

a) CPWD DSR is inclusive of GST rate at 12%. For establishment of industrial infrastructure, GST is applicable as per the prevailing Govt. Guidelines. Accordingly the difference in tax rate to be altered during estimation. Further, cost index of particular zone to be adopted.

b) Goods and Service Tax [GST]: The following GST clauses to be included in the tender document (same can be edited in consultation with Finance Department)

c) Unless specifically mentioned other-wise elsewhere in the contract, Quoted all rates in the bill of quantities shall be inclusive of

   i. All types of taxes, duties levies, fees and charges etc., imposed by Central/ State Govt. and local bodies Compensation Cess, Labour Cess, Custom Duty, royalties and other levies. It shall also include all other costs including loading, un-loading, insurance, transportation, testing and Certification expenses except GST.

   ii. GST at prevailing percentage is added in the BOQ at the end or as specified in the BOQ.

   iii. Payment of GST on Works Contract is the entire responsibility of the Contractor. Contractor shall be entitled for reimbursement of GST paid, upon submission of GST Invoice and GST Challan for having paid the same to the Department

d) Taxes/Duties/Levies as applicable and wherever leviable and intended to be claimed from HAL should be distinctly shown in the quoted prices.

f) The following acts to be referred hereunder and elsewhere in the tender document as "GST":

   i. Central Goods & Services Tax Act 2017 (CGST),

   ii. Integrated Goods & Services Tax Act, 2017 (IGST),

   iii. Union Territories Goods and Services Tax Act, 2017 (UTGST),

   iv. Goods and Services Tax (Compensation to States) Act, 2017 (Compensation Act),

   v. Karnataka Goods & Service Tax Act 2017,

   vi. Any other statutory regulation passed by the Central / State Government/s on Goods & Service Tax.

   vii. Any other tax levied by any statutory authority in addition to Goods and service tax and charged in the Tax Invoice raised by the contractor.

g) Tenderer warrants having valid registration under applicable GST. A copy of the Registration Certificate should be submitted along with the offer.

i) Contractor's right to getting payment is subject to submission of a Valid Tax Invoice which would enable the Service Recipient (HAL) to claim Input Tax Credit in compliance with the provisions of the GST. Tax Invoice submitted by the contractor shall mention the SAC/HSN Code as applicable, Basic Price, applicable GST Rate and amount and all other essential information required to be mentioned as per the provisions of GST Rules, 2017.

ii) Contractor shall warrant the value that is attributable to GST and the corresponding rate of tax that is chargeable is included in the total price charged in the Tax Invoice. The total amount as per the Tax Invoice shall be considered as the final price inclusive of GST and no claim for payments, whether or not, for only taxes or a price inclusive of taxes, shall be admitted at a later stage on any ground whatsoever.

iii) Any tax in the nature of Goods & Service Tax (GST) would be payable, when the invoice submitted by the contractor is compliant with the provisions of GST law and contains all particulars as per statute.

iv) In case there is a upward revision in the applicable rate of tax (GST) post submission of bid, the contractor shall submit a copy of the relevant statute/notification evidencing change of applicable rates for claiming payment from HAL as per revised GST rates. Similarly if there is downward revision of applicable tax rate post submission of bid, the benefit of lower tax liability shall be passed on to HAL.

v) Contractor also warrants to duly comply all relevant provisions of the GST Laws including filing returns, paying taxes within the stipulated period so that no hindrance can be faced by HAL to claim Input Tax Credit as per provisions of the GST Law.

vi) Contractor shall fully indemnify to Service Recipient (HAL) on first demand against any claims, liabilities, actions, demands, Loss, costs and expenses occurred/imposed to the Service Recipient (HAL) on account of his failure to fully/partially discharge the statutory levies in time, or his failure in adherence of the applicable laws in force. For any such non-compliance, HAL reserves the right to withhold the payment until appropriate action are taken in a mutually agreeable manner.

7.6.3 PROCEDURE FOR ESTABLISHMENT OF CONTRACT

i) Tender shall be invited through e-portal for Tenders in which the contractors are required to quote rates on percentage basis i.e. above or below the estimated cost put to tender.

ii) While tendering, the contractors do not have to write the rate or estimated cost of each item, but a percentage figure by which the estimate unit rates are to be increased or decreased to be quoted by the contractor and the same percentage figure being applicable to all the items.

iii) After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

iv) While submitting the revised bid, contractor can revise the quoted percentage of one or more section(s) any number of times before last time and date of submission of bid as notified.

v) In the case of percentage rate tender, the tenderers are required to quote their percentage below/above the rates in the price Bid. In the event of arithmetical error, the quoted percentage will be taken into account for evaluation not the amount. Accordingly corrections will be incorporated in the comparative statement.

vi) If a tenderer does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

vii) In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter or through e-portal mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/ below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

viii) In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Tender opening committee.

ix) In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

7.6.4 During Execution of Work

i) At the time of making the payments to the contractor, the Officer-in-Charge works out the actual quantity of work executed i.e. similar to an item-rate contract. Bills shall be prepared at the tendered price bid rates for individual items and over that awarded percentage above/below shall be added or subtracted from the gross amount of the bill respectively. The payment is made for the measured quantity.

ii) Extra Item: Items that are completely new and are in addition to the items contained in the schedule of quantities of the contract.

The Contractor shall not execute any extra item unless it is instructed to do so by the Officer-in-Charge / EIC with prior submission of rate analysis by the Contractor. The Officer-in-Charge / EIC can order to make any omissions from / additions to / substitutions for the items in the Bill of Quantities with the approval of competent authority. .

The Contractor shall be bound to carry out such extra/new items of work in accordance with any instructions which may be given to him in writing and such alterations,

omissions; additions shall not invalidate the Contract. This work shall be carried out by the Contractor on the same conditions in all respects in which he has agreed to do the main work. The time for Completion of Work may be extended at the discretion of the Officer-in-Charge for only such alterations, additions or substitutions of the work as he may consider as just and reasonable.

iii) HFR & LFR clauses are not applicable in case of percentage rate contracts.

7.6.5 DEVIATIONS

a) 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 scope of work, and shall not be to cater to any other new work.

b) **Deviation Limits**

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

i) Below Rs. 50.00 Lakhs (+/-) 20% and

ii) Above Rs. 50.00 Lakhs (+/-) 10%.

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 Divisional Head 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. In case work is completed as tendered without any changes in awarded quantities, FDO approval is not necessary. Final bill can be settled as it is.

c) 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.

d) Amendment to the contract agreement as per the format at Annexure-U1 shall be executed for the FDO quantities which are beyond the total deviation limit.

e) The price adjustment/ variation amount shall not be considered as part of deviation. However, the amount will be reflected in DOs for sanction of amount for payment.

7.6.6 AMENDMENTS

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 order 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.

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:

Where the amendment seeks to increase the rates in the existing contract accepted by General Manager / Head of Division prior approval of CEO / Director should be obtained. In case of contracts accepted by CEO/Director, prior approval of CMD should be taken.

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.

7.6.7 PRICING OF DEVIATIONS

Deviations are to be priced in accordance with the conditions of the contract. The rates for such additional, altered work under this Clause shall be worked out in accordance with the following provisions:-

7.6.7.1 In case of EXTRA / NON TENDERED ITEMS

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 Price Bid but where items are found in the schedule items (CPWD Delhi Schedule of Rate items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

c) Where it is not possible to derive the rate from the schedule items (CPWD Delhi Schedule of Rates items), i.e. the item is not available in DSR, 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 GST Invoice as proof of expenditure. The material cost shall be based on cash vouchers and derivation for labour and other factors shall be done based on actual at site. In such cases the EIC/OIC will make a analysis of the rate payable to the contractor based on actual 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.

7.6.7.2 Pricing of items beyond deviations limit

Beyond Deviation limit the items will be paid at market rates after deriving the same based on CPWD DAR format.

7.7 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.

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

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.

NOTE:

Design of HVAC proof checking can be accepted based on the certification by the consultant.

7.8 JOINT VENTURES

(i) In conventional tenders, some bidders adopt "name borrowing" and joint Ventures (JV) often do not function in letter and spirit. This results in lack of quality and accountability. JVs often end in one-sided participation, diluting the essence of the tender evaluation during its performance. Therefore, joint ventures may be avoided as far as possible. Joint Ventures could, however, become necessary in high technology or innovative projects where a single entity may not be able to execute the work alone.

(ii) If JVs are allowed, adequate safeguards should be provided. Measures should be taken to ensure that all the JV partners are present and deliver services all through the contract period. An Implementation Board with participation of all JV partners may be provided for wherein the Project Manager from the procuring entity (if procuring entity is a PWO or PSUs) shall also be allowed audience when required. Meeting of JV partners with the project executing authority for quarterly progress review may be made as a criterion linked to achievement of key dates or even payment.

(iii) JVs shall be avoided as far as possible considering 7.8 (i). However, if JVs are to be allowed the same shall be with the approval of CFA and it shall be part of admin approval with appropriate justification.

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CHAPTER 8

CLASSIFICATION OF TENDERS

8.0 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

8.1 OPEN TENDERS

i. In Open Tenders, an attempt is made to attract the widest possible competition by publishing the NIT simultaneously on the designated websites, sending the NIT by email to the HAL Registered and or working agencies / Known resource agencies, to other Local PSU / local Govt. bodies and in case approval sought from the competent authority for advertising in the press (newspapers and trade journals) inline with Corporate office guidelines issued time to time.

ii. Terms and Conditions:

a) Participation should not be restricted to only Bidders who have been sent with NIT. Any bidder meeting the required pre-qualification can participate in the tender.

b) It is mandatory to publish tender enquiries, corrigendum thereon and details of bid awards on the Central Public Procurement Portal (CPPP) and on the HAL web site (e-portal). Complete bidding document in HAL web site (e-portal) and on CPPP to enable prospective bidders to make use of the document by downloading from the web site. The NIT for invitation of tenders should give the complete web address from where the bidding documents can be downloaded. In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender documents downloaded by the bidders; and

c) The availability for downloading of tender documents against NIT should not be restricted and should be available freely. Tender documents should be available for download free of cost up to the date of opening of tenders. In case the tender document is a priced one, there should be clear instructions for the tenderers in the document (which has been downloaded) to pay the amount by demand draft etc. along with the tender, prepared in the downloaded document;

(d) In case of manual tendering, it shall maintain proper records about the number of tender documents sold, list of parties to whom sold, details of the amount received through sale and, also, the number of unsold tender documents, which are to be cancelled after the opening of the tenders.

8.2 LIMITED TENDERS

i) It should be the endeavour to float all the tenders in open tender mode. However, certain tenders depending upon special or urgent nature can be invited on limited tender basis with the approval of CFA as per DOP. The Tenders invited for the works of special and /or urgent nature, the reason for proposing limited tender in place of open tender shall be brought out in Admin approval for the perusal of the competent authority.

ii) In case of limited tendering, the most likely sources from the HAL Registered and or working 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. Other than Registered and or working contractors may also be considered after verification of their credentials like experience, turnover etc; due to non availability of working contractors with HAL.

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 Divisional Head. Tender shall be issued to the Shortlisted tenderers with the approval of the CFA as per DOP.

The selection of tenderers should be made based on Bid Capacity in case of works more than Rs.100 Lakhs, past experience and whose capabilities are well established and authenticated by the initiator / User in concurrence with the standing screening committee.

iii) Contractors should be selected in a non discriminatory manner. All past successful tenderers/ bidders should invariably be invited. In case it is proposed to exclude any enlisted/ approved contractor from being shortlisted for inviting Limited Tender Enquiry, detailed reasons, such as failure in completion of work(s), should be duly recorded and approval of the CFA be taken before exclusion. The selection of bidders should be with due diligence, to ensure that bidders who do not meet eligibility criteria do not get shortlisted. At the evaluation stage, in Limited Tender Enquiry, passing over of a duly shortlisted bidder on grounds of poor past performance or eligibility may raise questions about transparency.

NOTE: This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected HAL enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with HAL as per procedure.

8.3 SINGLE TENDERS OR SELECTION BY NOMINATION

i) 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 CFA as per DOP.

ii). Single tender shall generally be issued to a Registered and or working contractor or specialist agency. The rates adopted shall be CPWD DSR 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.

iii). 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.

8.4 SPOT TENDERS

i) 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 and or working contractors in appropriate category depending on estimated value of work shall be considered for spot tendering. The spot tender can be issued to approved agencies through e-portal under limited tender and in case of Manual tendering system the documents shall be handed over / collected by hand in sealed envelope. The powers to accord spot tenders is as follows:

Sl. No	CFA	Value of Work
1.	GM/ED/COP/Divisional Head	Up to Rs. 20.00 Lakhs
2.	CEO/ Director	Up to Rs. 50.00 Lakhs
3.	CMD	Up to Rs. 75.00 Lakhs

ii) 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.

8.5 EARNEST MONEY DEPOSIT

i) To safeguard against a Contractor's withdrawing or altering its bid during the bid validity period, Earnest Money is to be obtained from the Contractors. In case of works contracts, Micro and Small Enterprises (MSEs) registered agencies are not exempted under this policy, however contractors may be exempted based on the prevailing specific Central Government guide lines, if any, in this regard and exempted Contractors should be asked to furnish bid security declaration form along with their bids (Refer Annexure-AF).

ii) In case of construction works, the Earnest Money Deposit amount which a Contractor shall deposit along with the tender equal to

(a) For works estimated to cost upto Rs Ten Crores or as notified from time to time: 2% (Two Percent) of the estimated cost.

(b) For works estimated to cost more than Rs Ten Crores or as notified from time to time : Rs. Twenty lakhs plus 1% (one percent) of the estimated cost put to tender in excess of Rs. Ten Crores.

iii) 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 Rs.50.00 Lakhs	Rs. 5,000/-
2.	Rs.50.001 L to Rs.500.00 L	Rs. 20,000/-
3.	Rs.500.001 L to Rs. 1500.00 L	Rs. 50,000/-
4.	Rs.1500.001 L to Rs. 2500.00 L	Rs. 1,00,000/-
5.	Above Rs.2500 Lakhs	Rs. 1,50,000/-

iv) The Earnest Money may be accepted in the form of Banker's Cheque / Pay order / Demand Draft from scheduled Bank / Nationalized bank and bid security declaration from MSE Registered bidders.

The successful contractor's EMD amount shall be adjusted against the Security Deposit or returned as per the terms of the tender documents.

v) Tender shall be considered as invalid and rejected if it does not accompany the appropriate Earnest money deposit in the prescribed mode.

8.5.1 Refund of Earnest Money

(a) The earnest money given by all the bidders except the lowest / successful bidder should be refunded immediately after the finalization of successful bidder and in line with CO guidelines time to time.

(b) Earnest money shall be refunded on receipt of Performance Guarantee submitted on award of work.

(c) EMD deposited by the tenderer shall not bear any interest to the Contractor.

(d) The earnest money of the successful tenderer paid through Bankers Cheque / Demand Draft may be adjusted with the Security Deposit payable by him.

8.5.2 FORFEITURE OF EARNEST MONEY DEPOSIT

i) The Earnest Money Deposit can be encashed if the Tenderer withdraws his Tender proposals / modifies /changes / alters / forfeited / impairs / derogates the Tender proposal on his own after the Bid is opened or within the subsistence of the validity period of offer or fails to accept the Letter of Acceptance issued by HAL or fails to submit Performance Security Deposit or fails to execute contract agreement or fails to commence the work as per LOA, such bidders will be suspended / banned minimum for Two years. Unilateral revision or withdrawal of offer by the bidder as above, shall also result in rejection of bid without Notice.

ii) If HAL has any authentic information about the Intending Tenderers having formed a Cartel / submitted Non-earnest Bids, the Tender will be cancelled and the Earnest Money Deposit of all such Tenderers shall be forfeited, besides initiating actions like debarring minimum for two years.

8.6 SECURITY DEPOSIT

8.6.1 Civil, Electrical, Mechanical & Consultancy works:

a) The successful tenderer will be required to furnish security deposit for the fulfillment 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;

i) Performance Guarantee to be submitted at award of work, and

ii) 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 21 days from the date 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 Completion Certificate. Retention money should be refunded after Defects Liability period.

8.6.2 The contractor shall deposit the difference between earnest money and performance Guarantee by Demand Draft / Bank Guarantee within 21 days from the date of acceptance or before commencement of work whichever is earlier.

8.6.3 Any delay in depositing the performance guarantee as above shall attract a penal recovery for the delay period on the balance security deposit amount [if EMD is deposited] @ 2 % of Performance Guarantee deposit amount per week or part thereof with a maximum penalty of 25% of Performance Guarantee amount. Also

this aspect must be reflected in the completion certificate [refer Annexure – N] of the Contractor.

8.6.4 For works costing Rs. 10 Lakhs [accepted contract value] and above Bank Guarantee can be accepted for Performance Guarantee. 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).

8.6.5 The work shall not be generally allowed to be started unless security deposit (Performance Guarantee) has been paid. However, in exigency and to facilitate the start / completion of work, the same may be allowed with the prior approval of Divisional Head.

8.6.6 Also no payment shall be released to the Contractor unless Security Deposit (Performance Guarantee) is submitted and contract agreement is executed.

8.6.7 Bank Guarantee will be accepted only for works costing Rs.10 Lakhs [accepted value] and above and the work costing less than Rs.10 lakhs, the Security Deposit has to be submitted in the form of DD/ Banker's cheque drawn on Nationalized / Scheduled Bank of India.

8.6.8 The bank guarantee should be on Non – Judicial Stamp Papers strictly as per HAL standard format enclosed with the tender documents. The Bank Guarantees issued by Nationalized/ Scheduled Banks in India will be acceptable. If Security Deposit is submitted in the form of Bank Guarantee, it should cover the completion period/ extended period of the work plus Three Months. Whenever the contract is to be amended due to additional payment arising out of variable dearness allowances, increase in EPF and other statutory contribution/ remittance etc. [Statutory Increases], as notified by the statutory authorities, the security deposit on the increased amount will be waived off.

8.6.9 The Bank Guarantee can be forfeited by Hindustan Aeronautics Limited in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Hindustan Aeronautics Limited sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

a) If the contractor is called upon by the competent authority of the office of client to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and Hindustan Aeronautics Limited shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation

of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the HAL, which may have been issued to the contractor.

c) Contractor shall ensure that Bank Guarantee shall be sent through Registered post with A.D by issuing Bank directly to Officer-in-charge/Engineer-in-charge (OIC) of HAL and BG shall reach HAL within 21 Days from the date of acceptance letter.

d) In exceptional cases, the Original Bank Guarantee can be submitted by the contractors to Officer-in-charge /EIC who shall record the reasons in writing for receiving Bank Guarantee directly from the Contractor/Supplier. On receipt of Original Bank Guarantee, the OIC/EIC should request the issuing Bank to send an unstamped duplicate copy of the Bank Guarantee directly to HAL with a covering letter by Registered post with acnowledgement due (A.D.) to compare with the original Bank Guarantee and confirm that the same is in order by Officer-in-charge/ Engineer -in-charge.

e) Contractor has to ensure that Bank Guarantee shall be free from all infirmities and typographical error/deletions/inclusions, riders etc, and to be authenticated by Bank's signatory with official seal. If forwarded/submitted Bank Guarantee is not in the prescribed format, it shall be returned to the bank on intimation to contractor.

f) Bank Guarantee submitted by bidders/contractors/suppliers should be unconditional and be in the specified formats only. The Bank Guarantees are to be vetted by the OIC/EIC for compliance with the specified format before acceptance and Bank Guarantee shall be kept valid for contract period and additional three months / extended period plus three months. EIC/OIC to ensure the authenticity of B.G's received before sending to Finance Department.

g) In the Bank Guarantee, the name, designation and code numbers of the Bank Officer/officers signing the Bank Guarantee should be incorporated. The covering letter from issuing Bank shall have details and address indicating the person for further correspondence regarding authenticity of Bank Guarantee.

8.6.10 Where JV Participation is allowed, the BG towards performance security shall be provided by all partners in proportion to their participation in the project.

8.6.11 In case of GTE (Global Tenders Enquiry) tenders, the performance security should be in the same currency as the contract and must confirm to uniform sales for demand guarantees (URDG 758)-an International convention regulating international Securities.

8.6.12 In the event, the total sum of retention money exceeding Rs. 5 Lacks, then on completion of the work and issuance of Completion certificate, the retention money as deducted above may be released at the discretion of HAL against Bank guarantee to cover the amount that may be so released. The said BG shall be valid for the entire duration of the defect liability period plus 60 days and shall be issued by a scheduled Bank. To the extent applicable the provisions regarding submission of performance BG, Supra will apply here also.

8.7 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 matter to the Contractor. Courts at Divisional Head Quarters will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.

8.8 VERIFICATION OF EXPERIENCE CERTIFICATES

Experience credentials uploaded / submitted by the bidders shall be referred to issuing authority for confirmation / feedback. Under doubtful circumstances a Team of HAL Officers shall inspect the Completed Projects of the Tenderer on obtaining approval from the Divisional Head and submit a report to this effect. Successful contractor original documents shall be verified prior to recommendation for award of work.

8.9 TENDER DOCUMENT

The tender document is the fundamental document in the public procurement process as after award of the contract it becomes part of the contract agreement. All necessary provisions governing the contract should be clearly provided in the tender document. Examples are technical specifications, drawings, commercial terms and conditions including payment terms, obligations of the procuring entity and the contractor, timeframe / milestones for execution of the project, tax implications, and compliance framework for statutory and other norms, reporting on progress / quality of the work, dispute resolution. Provisions / clauses in the tender document should be clear to avoid differences in interpretation and possible time overrun, cost overrun and quality compromises. Comprehensive survey & soil investigation report area grading & mapping of underground facilities, where project is to be executed, may be made available and made part of tender document. Model Tender Documents issued by the DoE may be used for preparation of tender document, with due customization. However, General Conditions of Contract (GCC) duly approved by Management committee shall not be altered in any case.

(i) In tenders containing General Conditions of Contract (GCC), additional / special conditions to be incorporated in the tender document, shall be need based and specific. The GCCs should not be altered and changes, if any, in conditions of contract should only be made through the Special Conditions of Contract.

(ii) Identification of milestones may be done in an optimal and sequential manner and the same may be stipulated in the tender document along with enabling provisions.

(iii) Payment terms prescribed in the tender document should be such that the payment made to contractors at every stage is commensurate to quantum of work done, subject to any requirements for initial mobilization.

(iv) Approval of deviations, variations and changes in the scope of the contract shall be followed as per appropriate delegation in line with DOP and Works Manual.

(v) Provision of price variation, wherever considered appropriate as per Price variation clauses of works manual, as well as methodology for calculation of the same shall be stipulated in the tender document.

(vi) Quality Assurance Plan (QAP) may be incorporated in the tender document / contract. Schedule of visit by various levels of officials should also form part of the QAP.

(vii) Technical and Financial eligibility Criteria for the bidders are important in the procurement process. They shall be clear and fair, having regard to the specific circumstances of the procurement. Parameters should be prescribed as detailed in the eligibility criteria for bidders, to enable selection of the right type of bidders, balancing considerations of quality, time and cost.

(viii) Open online tendering should be the default method to ensure efficiency of procurement. The experience criteria shall also be kept broad based so that bidders with experience in similar nature of works in various sectors can participate.

(ix) Pre-bid meeting may be conducted as mandated. The Place and time of pre-bid conferences should be mentioned in the tender document and / or publicized through the website of the HAL.

Considering the above, tender documents should be prepared on the basis of admin approved estimate and relevant conditions. Tender document shall be approved by ATA before uploading the documents on e portal.

x) The corrigendum shall be notified in writing by registered post/ speed post/ courier/ email to all known prospective bidders and shall be published on CPPP & HAL e-procurement portal.

xi) When there is not much time left for the tenderers to respond to such amendments, it is better to prepare a revised tender and the time and date of submission of tenders are also to be extended suitably. This is very critical as the amendment may lead to any new bidder meeting the qualifying criteria and publicity is required to ensure a level playing field.

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CHAPTER 9

INVITATION OF TENDERS

9.1 TENDER NOTICE

A draft tender notice must be prepared for each work / works on the standard notice inviting tender format duly approved and signed by ATA. The approved NIT shall be kept in all concerned work files. A copy of the NIT published on CPP portal shall also be kept in the concerned file.

9.2 VALIDITY OF BIDS AND AMOUNT PUT TO TENDER

a) The tenderers shall be required to keep their offers open upto 120 days for Rs.100.00 Lakhs and above and 90 days for works costing below Rs.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.

HAL may preferably request, before expiry of the original validity period, all the responsive tenderers to extend their tenders up to a specified period. While asking for such extension, the tenderers are also to be asked to extend their offers as it is, without any changes therein. A tenderer may not agree to such a request and this will not lead to forfeiture of its EMD. But the tenderers, who agree to extend the validity, are to do so without changing any terms, conditions, and so on, of their original tenders. Reasons for seeking extension of bid validity should be recorded by the officers seeking extension.

b) The approximate amount put to tender to be notified in the Tender Notice shall be estimated value as per administrative approval excluding contingency & establishment charges.

9.3 COST OF TENDER DOCUMENTS

In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender by the bidders.

9.4 TIME LIMIT

a) In case of works costing Rs.100 Lakhs and above, a time limit of minimum four weeks should be allowed from the time the tender notice appears in the HAL website to the time the tender is required to be submitted to HAL. However, a minimum time limit of THREE weeks should be allowed from the date of posting of Tender Document on HAL e-portal to the date of opening of Tenders.

b) In case of works less than Rs.100 Lakhs, a minimum time limit of THREE weeks should be allowed from the time the tender notice appears in the HAL website to the time the tender is required to be submitted to HAL. However, a minimum time limit of TWO weeks should be allowed from the date of posting of Tender Document on HAL e-portal to the date of opening of Tenders.

c) However, in case of urgency, tenders may be called within the Two weeks of NIT appearing in the HAL website to the time the tender is required to be submitted to HAL with the prior approval of the Divisional Head. However, a minimum time limit of one week should be allowed from the date of posting of Tender Document on HAL e-portal to the date of opening of Tenders. This provision shall be used only in case of special circumstances and cannot be exercised as matter of routine.

d) In case of Nil response to a tender in the first instance, NIT can be advertised through press advertisement with the prior approval of Divisional Head / as per CO Guidelines, as applicable. Even ab-initio, if it is considered press advertisement necessary for tendering, the same can be issued with the approval of respective authority.

9.5 PRE BID MEETING

a) In case of works estimated to cost Rs. 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., It is not mandatory for agencies to attend the Pre-Bid meeting, however agencies can send their clarifications prior to pre-bid meeting. The clarifications to the pre bid meeting shall be finalise with the concurrence of ATA and duly approved by the Divisional head before hosting in HAL e-portal under respective contract.

b) In case of works costing less than Rs.5.00 Crores / specialized works or works of intricate/complex nature or Project work involving multiple services, Pre-Bid meeting may be held in a manner described above at the Discretion of CFA (Same to be brought out in Admin Approval).

c) Minutes of the pre-bid meeting including all the questions and replies shall be prepared and approved by the competent authority. In order to bring clarity to replies, all questions/ answers and needed amendments should be merged in the sequence of clauses in the tender document. It is a good practice to consolidate all queries received either as part of pre-bid meeting or just after issuing tender documents and deal with in a comprehensive way. Minutes of the meeting, including the text of the questions raised and the responses given, shall be transmitted without delay to all

participated tenderer of the bidding documents. The techno-commercial requirements may be revised if considered necessary by way of issue of a formal corrigendum (mere minutes of the meeting of pre-bid conference would not suffice)

d) These pre-bid minutes shall be published along with the bid documents on the HAL e-procurement portal including CPPP.

9.6 PUBLICITY

a) In case of open tendering irrespective of the value of the work, work will be published in the HAL website & CPP portal i.e. www.eprocure.gov.in. Further, Tender notices shall be notified by internal notifications and to be placed on notice boards of HAL and sent to other local Public Sector Undertakings, State & Central Government Organizations, local offices of MES / State and Central PWD offices for display. Such notices shall also be issued to registered contractors including known contractors by e-mail for wide publicity.

b) Individual cases where confidentiality is required, for reasons of national security, would be exempted with the approval of Divisional Head from the mandatory e-publishing requirement .

9.7 DESPATCH OF TENDER NOTICE AND RECEIPT OF TENDERS

a) Tender notice against open tenders will be sent to working including known contractors & registered contractors by e-mail to their registered e- mail ids and may be followed by telephonic confirmation. Tender documents for Open tenders and Limited tenders will be uploaded through HAL website & CPPP Portal (www.eprocure.gov.in).

In case of Limited tender, proof of delivery of Tender document to the short listed bidders has to be ensured and proper records to be maintained. Hence, Tender Documents for limited tenders will be sent by Reg. Post / Speed post in case of manual tendering.

In case where tenders are to be opened in a short period {less than Ten (10) days} tender documents may be issued by hand with prior approval of the ATA and ratification by Division Head. Under such circumstances, the person nominated to hand deliver the tender shall obtain written acknowledgements from the bidders and under his signature with name and designation certify that he had personally handed over the same to the bidders.

b) 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.

c) If extension of time for submission of tenders is sought by tenderers / in absence of poor response 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 email, sufficiently in advance of the extended date. Wherever tenders have been invited through HAL e portal the corrigendum shall also be published invariably in the HAL e-portal for wide publicity.

9.8 EVALUATION CRITERIA

It consists of essential criteria and the documents to be submitted for proving the eligibility of the contractor. The Experience and requisite Documents should be in the name of Bidder only and prior experience as any other business entity and / or requisite documents in the name of any other business entity shall not be considered. Agencies has to upload all supporting documents duly self attested with seal along with the Tender for the following criteria failing which offer is liable for rejection. After price bid evaluation, the L1/successful agency has to submit the original documents for verification

9.8.1 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. Profit & Loss statement duly certified by chartered accountant with UDIN shall be considered for evaluation of turnover for the respective Financial Year.

b) **EMD**: EMD of required amount in the form of Demand Draft.

c) **INTEGRITY PACT [IP]**: The Integrity Pact agreement (Omni / standalone) is to be executed by the Contractor for Estimate value of Works costing more than 5.00 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 Omni / standalone IP format is placed at Annexure-K1.

d) **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.

e) **EXPERIENCE**: Experience of having successfully completed works during last seven years ending on previous day of last day of submission of tender 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 organizations other than Government, the same shall be supported with TDS certificate for confirmation purpose. Work experience as sub contractor is not acceptable.

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.

5) Work experience completed under JV / as a subcontract will not be considered for evaluation of experience criteria.

f) BID CAPACITY

i) The Bid Capacity shall be worked out for the works costing above Rs. 100.00 Lakhs and above as one of their eligibility criteria. The necessary documents sought elsewhere 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 x N x 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 of which will be brought to current price level by applying a weightage of 10 % per year. Value of works executed during last five years shall be certified by Chartered Accountant and shall be considered for evaluation.

B = value at current price level of existing commitment and ongoing works to be completed in the next 'N' years. This statement should be submitted duly verified by Chartered Accountant.

g) ESI & PF CODE:

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.

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

i) **GST** Registration certificate

9.8.2 Documents to be submitted along with tender

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

i) Constitution, legal status and Power of attorney in case of Pvt. Limited/ limited companies

ii) Registration with HAL / other organization if any

iii) Copy of PAN card issued by Income Tax Authority

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

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

iv) Income Tax Returns for the last three years

v) Annual turnover for the last five years

vi) Plant & Machinery details for the work

vii) Proposed Work completion schedule in the form of bar-chart

viii) Work on hand [required for bid capacity also]

ix) Bank Balance Statement for the last three months

x) Overdraft facilities available with the agencies

xi) Balance sheet for the last Five years.

9.9 TWO BID SYSTEM OF TENDERING

Whenever tenders are invited through TWO-bid system, for distinct operation of the system of tendering, the following broad categories are to be adopted for two-bid system:

a) Preferably all works shall be invited through Two bid System.

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.

9.10 THREE BID SYSTEM OF TENDERING

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.

d) In case Head of Tendering/Contract section is of the view that after EOI stage, there is likelihood of further participation by many more bidders and to avoid getting trapped into a legacy technology, the second stage bidding may not be restricted only to the shortlisted bidders of EOI stage and it may be so declared in the EOI document ab-initio. Thereafter in the second stage, normal Open tener enquiry bidding may be done with the approval of Divisional Head. Such variant of EOI is called 'Non-committal' EOI.

9.11 E-TENDERING

a) e-Tendering will be taken up for the works costing more than Rs.2.00 Lakhs.

b) Notice Inviting Tender for e-tender will be prepared and will be hosted in HAL website www.eproc.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.

c) Tender Notice shall have the following notes for prospective tenderers:

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 for 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 any 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.

e) Normally no submission of original documents in physical format (other than EMD Demand Draft, Bid Security and statutory certificates if any) should be asked for in e-Procurement

9.12 TENDERING THROUGH WEBSITE

a) In addition to the above provisions following procedure shall invariably be adopted for all tenders costing upto Rs. 2.00 Lakhs by use of HAL Website [www.eproc.hal-india.com] or as per directions of corporate office guidelines issued time to time. 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. eproc.hal-india.com) should be indicated in the NIT.

e) NIT may be hosted on other tender websites of Government / Private facilitates for wide publicity.

f) Works costing less than Rs. 2.0 Lakhs (estimated amount put to tender) shall be invited in single bid system with internal tender notification issued to all registered contractors / working contractors and also displayed on HAL website.

g) For works costing more than Rs.2.0 lakhs (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 standing screening committee. Price bid of qualified agencies shall be opened as indicated in Para 10.2 Further, the Price Bid shall be processed for award of work to CFA as per DOP.

9.13 TENDER OPENING (IN CASE OF MANUAL TENDERS;)

a) Tenders submitted by the bidders 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.

b) Location of Tender Box:- The tender box shall be kept at a conspicuous and easily accessible reachable location.

c) 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 Tender 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.

d) In case of manual tendering 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.

In case of e-tender, the opening officers will sign with date on the copy of bid status, bid details, EMD statement and also details shall be recorded in the register and tender opening proforma and record their name and designation.

e) In case of manual 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.

f) 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.

g) 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 by HAL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

h) The tenders will be opened at the scheduled /extended date, 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.

i) 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.

j) In the event of any discrepancy between description in words and figures of rate quoted by the tenderer, the following procedure shall be followed.

i) 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.

ii) 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.

iii) 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.

k) 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.

l) 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.

m) 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

n) If the rate for any item in Price Bid has not been quoted, the opening officers shall highlight the same and initial the remarks made.

o) If any tender is received without the prescribed EMD [except PEMD holders] or supporting documents for exemption, such tenders shall be considered as invalid and rejected the same shall be recorded in the tender opening register.

p) An approved statement of tenders (Comparative Statement) based on quotations will be drawn up. This will be signed by Officer, Officer-in-charge of the Planning / Contract cell [an Officer nominated by ATA in case the Planning cell does not exist] and checked and signed by Finance Representative.

q) Successful tenderer shall be arrived based on total quoted value. Items of work / works shall not be deleted from the bill of quantities after opening of the tenders before finalization of successful tenderer and during consideration of the offer for acceptance.

r) 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.

s) 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.

t) The Tender documents will thereafter be examined by the Engineering / Tendering 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.

9.14 OPENING OF TWO BID TENDERS AND EVALUATION

a) 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 case of manual tendering 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.

b) 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.10.2]. In case technical details have to be scrutinized, the same will be done by the technical committee [as indicated in para 10.3]. The Technical evaluation report to be approved by the head of the division with associated divisional Financial concurrence for opening of Price Bid.

c) 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.

d) During evaluation and comparison of bids, HAL may, at their discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post/ email, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents (Which were to be submitted at the time of the tender opening). These documents should be called only on basis of the recommendations of Standing screening committee / TEC. (Example: In case the tenderer provided the details of Solvency certificate in the PQ form/ Check List and not uploaded the supporting document in proof of qualification, such documents may be called for with a target date and on receipt of the said shortfall documents, it can be examined and accepted only when the date of issue of documents is as indicated in the NIT against each qualifying parameter). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the

tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder.

e) 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 as per 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.

f) 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.

9.15 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.

9.16 CONDITIONAL TENDERS

All conditional tenders / quotes which are in contravention to HAL contract conditions must be rejected even if 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.

9.17 E-TENDER OPENING

a) The tender opening committee constituted by Head of Tendering section shall open the tenders by logging in HAL e-portal through Digital signature Key of class III duly authorizing and shall enter the Bid details and certify in the Tendering register for records as detailed above.

b) The signature of Opening officer and finance representative shall be mapped in all pages of tender document. If the mapping facility is not available, the Opening officer and Finance representative have to sign the Price bid in each and every page affixing their full signature. A tender opening register shall also be signed by the tender opening committee with date. In case of Two bid system, the price bid will be opened after approval of technical evaluation.

9.18 GENERAL

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.

i) Tender Opening

ii) Technical Evaluation / Acceptance

iii) Commercial Evaluation / Acceptance

iv) Negotiating Committee

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CHAPTER 10

SCREENING & TECHNICAL EVALUATION OF TENDERS

10.1 STANDING SCREENING COMMITTEE

Standing Screening committee shall be constituted with the approval of Divisional Head and shall comprise of:

a)	Appropriate Technical Authority (ATA)	-	Chairman
b)	One from Civil Department	-	Member
c)	One from Electrical Department	-	Member
d)	Sectional head of Contracts section (Civil / Electrical) / Head of tendering section	-	Member Secretary

e) Co-opted Members if required with the approval of Chairman of the committee.

10.2 EVALUATION OF BIDS:

a) **In case of tenders upto Rs. 50.00 lakhs:** Standing Screening Committee which will examine the uploaded and submitted documents with respect to the parameters asked by HAL in the Tender Notice and committee will approve for those agencies who are found eligible for opening of price bids and for rejecting those who not eligible.

b) **In case of tenders above Rs. 50.00 Lakhs:** Standing Screening Committee which will examine the uploaded and submitted documents with respect to the parameters asked by HAL in the Tender Notice with respect to Experience, Income Tax related documents, Solvency etc., and recommend for opening of price bid of eligible tenderers. The same shall be put-up to Head of the division for approval through associated finance for those agencies who are found eligible for opening of price bids and for rejecting those who not eligible.

c) The screening committee members shall have all rights to seek any data, information, etc. needed from the bidders as well as the Divisions/Departments of HAL and even suggest assessment of the bidder's capacity and capability and verification of the performance of the bidders at users site by visit of a team of executives.

d) Issue of Tender documents In case of Manual tendering:

After receipt of requests from the bidders, committee will scrutinize the credentials of bidders and will approve for issue of tender documents to eligible bidders. Tender documents will be sent by Regd. post / courier / Speed post / email to the approved BIDDERS. However in case of urgency tender document may be issued by hand with the approval of ATA.

e) Screening/Technical Evaluation Committee members cannot co-opt or nominate others to attend deliberations on their behalf. Comittee deliberations are best held across the table and not through circulation of notes.

All members of the Screening/Technical Evaluation Committee should resolve their differences through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst Screening/Technical Evaluation Committee members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view. However, such situations should be rare. Divisional Head can overrule such dissent notes after recording reasons for doing so clearly. His decision would be final.

f) In cases where the Divisional Head does not agree with the majority or unanimous recommendations of the Screening/Technical Evaluation Committee, he should record his views and, if possible, firstly send it back to Screening/Technical Evaluation Committee to reconsider along the lines of the tender accepting authority's views. However, if the Screening/Technical Evaluation Committee, after considering the views of the Divisional Head, sticks to its own earlier recommendations, the Divisional Head can refer to High level committee (HLC), which may be constituted with the approval of Complex / Functional Head, for its report on the matter. Based on HLC recommendation, Divisional Head can finally decide as deemed fit, duly recording detailed reasons. Divisional Head will be responsible for such decisions. However, such situations should be rare.

g) Independence, Impartiality, Confidentiality and 'No Conflict of Interest' at all Stages of Evaluation of Bids :

i) All Screening/Technical Evaluation Committee members should sign a declaration at the end of their reports/ noting stating that, "I declare that I have no conflict of interest with any of the bidder in this tender". Screening/Technical Evaluation Committee members may make such a declaration at the end of their reports. In case a Screening/Technical Evaluation Committee is constituted to evaluate the bids, no member of the Screening/Technical Evaluation Committee should be reporting directly to any other member of such Committee, to ensure independent expression of views.

10.3 TECHNICAL EVALUATION COMMITTEE

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

i) Design and Execution Contract

ii) Engineering & Design Consultancy Services

iii) Technology & Management Consultancy Services.

b) Technical Committee comprises following members:-

Sl. No.	CFA for approval of the proposal	Board / Procurement Sub Committee / CH / MD / Director	ED / General Manager
1.	Head of Technical Committee	ED / General Manager	The second senior most executive of the Division in the technical discipline
2.	Members	◆ Head of Planning [Civil/ Elec.] ◆ Head of Contracts [Civil/ Elec.] ◆ Head of Projects [Civil/ Elec.] ◆ User Representatives ◆ Co-opted member if required	◆ 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 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.

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CHAPTER 11

TENDER EVALUATION & PRICE NEGOTIATION

11.1 FREAK RATES IN CASE OF ITEM RATE CONTRACT ONLY

a) **High Freak Rates:** The High freak rate items are those whose (Successful bidder) quoted rates are more than 25% of the HAL estimated rates (i.e. The rates which are derived based on the CPWD DSR plus cost index or Market Rate for non DSR items, as the case is).

b) **Low Freak Rates:** The Low freak rate items are those whose (Successful bidder) quoted rates are less than 25% of the HAL estimated rates (i.e. The rates which are derived based on the CPWD DSR plus cost index or Market Rate for non DSR items, as the case is).

c) Where 'Freak Rates' are noticed in the successful acceptable offer, the Contractor may be informed of the rates quoted by them for the item and asked whether the quoted freak rates are correct. When addressing the contractor, it should be made clear to him that under any circumstances they will not be allowed to increase the rate, however successful bidder may be allowed to reduce the quoted rates. This Letter shall be issued after the determination of successful Bidder.

d) 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 Head of Projects / works department. 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 Head of Projects / works department and beyond that approval of General Manager should be obtained.

11.1.1 MARKET RATE DERIVATION FOR HFR ITEMS EXCEEDING 20% OVER INVITED QUANTITY

Market rate shall be determined on the basis of the market rates plus a profit of 10%. In this case contractor has to produce satisfactory evidence in the form of cash vouchers/invoice as proof of expenditure. The material cost shall be based on cash vouchers. Derivation for labour and other factors shall be done based on actuals at site to arrive at the total cost. However, Labour amount shall be cross checked in line with CPWD co-efficients to check the reasonability of Labour charges. Further, EIC will make a analysis of the rate payable to the contractor and after satisfying himself of the reasonableness of the rate, EIC&OIC shall give a certificate that "The Rate is checked for its Reasonableness". The NTI rate should be checked & concurred by the finance to obtain Divisional Head approval.

11.2 MARKET RATE JUSTIFICATION FOR COMPARING WITH SUCCESSFUL BIDDER OFFER

i) Market rate analysis shall be carried out every six months once / any abnormal change material cost during six months in line with CPWD DAR rate analysis based on the material cost from INVOICE/Quotations and labour charges as per prevailing market rates and same shall be approved by ATA.

ii) 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 which were worked out prior to opening of the price bids up to 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 in case of Single Bid system and before opening of Technical Bid in case of Two/Three Bid System.

11.3 DEALING WITH TENDERS WHEN THERE IS A "TIE"

i) In case the lowest tendered amount of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter or through e-portal, but the revised quote should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

ii) In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Tender opening committee.

iii) In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of no submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

11.4 CHANGES IN TAX STRUCTURE :

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.

11.5 PROCEDURE FOR HOLDING PRICE NEGOTIATION WITH TENDERER

i) As per CVC guidelines there should normally be no post tendering negotiations. Refer CVC Circular No.01/01/10 Dtd.20-01-2010 and also Dtd. 3-3-2007 and applicable circulars issued by CVC time to time. In case negotiation is required to be held with the technically acceptable L-1 / successful bidder, negotiation shall be conducted as prescribed in Annexure-V of DOP shall apply.

ii) The contractor shall confirm the rebate offered by him during negotiations by a letter immediately after the negotiations / shall be recorded in the Minutes of Price Negotiation meeting. The PNC members shall initial the letter / MOM and also if there are corrections in the letter the same shall be initialed by the members and number of corrections summed at the end of the letter.

iii) 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.

iv) If L1 / successful bidder 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.

v) 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.

11.6 PRICE NEGOTIATION COMMITTEE

i) Price Negotiation Committees are authorized to negotiate all contracts, when high freak rates and contrary terms and conditions are involved. Constitution and approval of price negotiation Committee will be in line with DOP

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

11.7 CONSIDERATION OF ABNORMALLY LOW BIDS:

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. HAL may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, HAL determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the HAL may reject the Bid/ Proposal. However it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. As a safeguard, it should be closely monitored that final payments in such cases do not abnormally increases due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates. “

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CHAPTER 12

ACCEPTANCE AND RE-TENDERING OF TENDERS

12.1 POWER TO ACCEPT TENDERS

Acceptance of tenders shall be as per DOP.

12.2 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 by manual or e-tendering 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.

12.3 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:-

a) The value of each petty work order shall not exceed Rs.20,000/- each / As per DOP.

b) The suggested ceiling limit for issue of petty work orders in a year is as per DOP.

c) The reasonableness of rates shall be the responsibility of the Officers competent for issuing the PWO. The rates shall generally be based on CPWD DSR and accepted percentage of fluctuation. If the rates are not available in CPWD DSR then Market Rates shall be adopted with proper justification.

d) A list of Contractors for petty works shall be prepared and put up for the approval of Divisional Head. 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 Head during the currency of the year.

e) Monthly list of petty work orders issued shall be forwarded to Associated Finance for reference.

f) 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.

g) Not more than one petty work order shall be sanctioned / issued for the same work in the same location within six months of time."

h) Competent Authority to issue petty work orders shall be the officer heading the Plant Maintenance Department / HOD of services Department in case of FMD.

12.4 ACCEPTANCE OF CONTRACTS

The Accepting officer will accept the tender for award of work as per DOP, after obtaining financial concurrence.

a) 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.

b) 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.

c) 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 (Letter of Acceptance i.e LOA) sent by Registered post/ e mail to the Contractor. This letter should be signed by the Officer heading Contracts / Tendering Department on behalf of HAL as Accepting Officer. The acceptance letter shall indicate the Date of commencement of work, Tender excess (+/-) worked out based on the HAL estimate including CPWD DSR cost index considered without indicating the actual value of the estimate.

Contractor shall submit the signed copy of LOA to respective OIC within seven days from the date of LOA. Based on receipt of signed copy of LOA, Work order will be issued by Officer-in-Charge to commence the work.

Note:

Date of commencement of work: The date of commencement of work shall be the date of start as specified in the LOA or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.

d) The contractor shall submit the contract agreement in the prescribed format indicating the date of commencement as indicated in the LOA in the required non judicial stamp paper well within 30 days from the date of acceptance letter and same shall be put up for the signature of Head of the Division. No payment will be released till the contractor signs and submits the contract agreement.

e) Work 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.

f) 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 respective divisional record room.

b) All corrections, omissions, insertions and over-writings should be numbered.

c) All the pages should be signed by HAL official and contractor.

12.5 REJECTION OF SINGLE BID

It should not become a practice to routinely assume that open tenders which result in single bids are not acceptable and to go for re-tender as a 'safe' course of action. This is not correct. Re-tendering has costs: firstly the actual costs of re-tendering: secondly the delay in execution of the work with consequent delay in the attainment of the purpose for which the procurement is being done; and thirdly the possibility that the re-tender may result in a higher cost.

12.6 CONSIDERATION OF LACK OF COMPETITION

a) Sometimes, against Open/ limited tender cases, response may not receive a sufficient number of bids and/ or after analysing the bids, ends up with only one responsive bid – a situation referred to as 'Resultant Single Offer'. The contract may be placed on the 'Resultant Single Offer' bidder provided the quoted price is reasonable. However acceptance of Single tender shall be in line with DOP. In case of price not being reasonable, negotiations (being L1) or retender may be considered as justifiable.

Before retendering, Single tender shall be checked whether, while floating/ issuing the enquiry, all necessary requirements and formalities such as standard conditions, industry friendly specification, wide publicity, sufficient time for bidding, and so on, were fulfilled. If not, a fresh enquiry/Tender is to be issued after rectifying the deficiencies. Even when only one bid is submitted, the process may be considered valid provided following conditions are satisfied:

i) The tender was satisfactorily advertised in HAL website, CPPP portal and sufficient time was given for submission of bids;

ii) The qualification criteria were not unduly restrictive; and

iii) Prices are reasonable in comparison to market values.

b) Further a limited or open tender which results in only one effective offer shall be treated as a single tender enquiry situation. Acceptance of Single tender shall be in line with Annexure-III, B(4)-Award of Contracts for 'Works' by nomination / single tender of DOP 2018 or latest DOP.

12.7 RE-TENDERING OF WORKS

12.7.1 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 it is suspected that there is a ring/cartel existing and price have seem manipulated.

b) Material change in the basic specification has been introduced after receipt of order.

c) The L1 bidder withdraws the offer or fails to execute the order or does not agree for extension of validity when it becomes necessary.

d) When there is a sudden slump in the market.

e) If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process.

f) When none of the tenders is substantially responsive to the requirements of the Tender Documents.

g) None of the technical Proposals meets the minimum technical qualifying score / parameters.

h) If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of the number of Bidders. (Please refer to para above also regarding receipt of a single offer).

i) The Bids'/ Proposals' prices are substantially higher than the updated cost estimate or available budget.

j) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, such case tendering section shall cancel the procurement process.

12.7.2 Approval for re-tendering should be accorded by the CFA after recording the reasons/ proper justification in writing. The tendering section should review the qualification criteria, technical and commercial terms of the tender before re-tendering and also consider wider publicity to attract an adequate number of responses. The decision of the tendering section to cancel the tender and reasons for such a decision shall be immediately communicated to all bidders that participated in the tendering process. Before retendering, the tendering section is first to analyse the reasons leading to retender and check whether, while floating/ issuing the enquiry, all necessary requirements and formalities such as standard conditions, industry friendly qualification criteria, and technical and commercial terms, wide publicity, sufficient time for bidding, and so on, were fulfilled. If not, a fresh enquiry is to be issued after rectifying the deficiencies.

However in cases of re-tender due to above, and the officer competent to accord admin approval may call for Limited Tender from Registered Contractors/Working contractors, if the work is considered urgent in line with DOP. However, this limited tendering in such cases shall be an exception with suitable justifications.

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CHAPTER 13

PRICE VARIATION

13.1 PRICE VARIATION CLAUSE

This clause shall be applied for the original works

a) With completion period of 18 months and above only.

b) Further this clause can be applied for the costing Rs.100 Lakhs and above only.

This clause will deal with rise and fall of the prices in construction materials/Electrical & Mechanical items / labour and other key inputs.

(i) The provision of price variation clauses enables contractors to factor this reduced risk and quote more competitive prices.

(ii) The amount payable to the contractor shall be adjusted in respect of the rise or fall in the cost of labour, Fuel and construction materials to the work for which appropriate formulae shall be prescribed in the contract as detailed below and shall form part of the tender document.

(iii) To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingencies of such uncovered portion of rise or fall of costs.

(iv) 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. Variation is payable beyond schedule date of completion in extended period (if without penalty) with frozen index. In case the schedule date of completion is between first and fifteenth day of a particular month, the index of previous month is to be considered as frozen Index W1, F1, L1 However if the schedule date of completion is on 16th day of the month or thereafter, the index for that particular month shall be reckoned and if the index decreases during the extended period, same shall be considered for final settlement.

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 2011-12) 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 2016=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.gov.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 previous 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.

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

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

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]

W_1 = Average all India Wholesale Price Index for all commodities (Base =100), 2011-12 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.

W_o = 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 than 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

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

Fuel cost component for the contract as a whole shall be taken KP% as 1.5 %:of the value of the work executed under the contract.

V_F = $[\{1.5x(R_n - R_n\text{-}1)\}/100] \times [(F_1 - F_0)/F_0]$ Where

V_F = Variation in prices of fuel to be adjusted

F_1 = Whole sale price index for sub group for fuel & power [base 2011-12 = 100] published by economic adviser to Government of India.

F_O = As for F1 but the index as on the last due date for receipt of tenders

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

V_L = $[\{20x(R_n - R_n\text{-}1)\}/100] \times [(L_1 - L_0)/L_0]$

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 2016=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_o = All India consumer price index Numbers for Industrial workers [base 2016= 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_o. 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_o)

NOTE:

The following principles shall be followed while working out the indices mentioned in above.

a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the EIC/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

b) The index relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index shall be the average of the indices for the months falling within that period.

c) 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 condition together with all information relating thereto which he may be in a position to supply.

d) Price variation can be paid with the approval of Divisional Head with financial concurrence along with the RAR Bills/separately.

e) The price variation clause is includes a weightage of 60% towards construction materials, 20% towards labour component and 1.50% towards Prices of fuel and nothing is payable other than these three components under the price variation".

f) The price variation clause has to be brought out clearly in the tender documents wherever applicable.

g) When price variation clause is not part of original tender (works put to tender with less than 18 months duration), price variation clause is not applicable even if the work is extended beyond 18 months. Time extensions to such contracts will be purely without any extra financial implications provided the reasons for time extensions are not attributable to contractor.

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CHAPTER 14

GENERAL CONTRACT ADMINISTRATION

14.1 MOBILISATION ADVANCE

a) In cases of works valuing Rs.500 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: -

If considered justified in certain specialized and capital intensive works, Contract may provide for an interest-bearing mobilisation advance to be paid to the contractor exclusively for the costs of mobilisation at 10 (ten) per cent of the contract price on the provision by the contractor of an unconditional BG. Such BGs shall remain effective until the advance payment has been fully repaid, but the amount thereof shall be progressively reduced by the amount repaid by the contractor, as indicated in the interim payment certificates.

The aforesaid advance of 10 (ten) per cent may be paid in two installments, each of five per cent. The first one may be paid on commencement of the work and provision by the contractor of the unconditional BG in respect of the advance. The second installment may be paid on certification by the Officer of the contractor's having achieved a financial progress of 10 (ten) per cent of the contract price, as also provision of a BG by the contractor for this part of the advance. Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

Interest free mobilization advance shall rest with Board of Directors in exceptional cases prior to floating of tenders when it is duly justified and its recovery should be time-based and not linked with progress of work. This would ensure that even if the contractor is not executing the work or executing it at a slow pace, the recovery of advance could commence and scope for misuse of such advance could be reduced.

The Bank Guarantee to be submitted by the party seeking Mobilisation advance shall be guided by circulars issued by CVC/CO from time to time (The latest circular of the BG is HAL/CO/FIN/BG/08/2016 dated:10.06.2016, CVC Circular No.02-07-1-cte-30/309204.)

b) The rate of interest shall be stipulated in the Tender documents [say 10 (ten) per cent per annum] or as may be notified by the HAL from time to time. The repayment of advances shall be done through proportionate percentage deductions from running bill (periodic/ interim payment). The time of commencement of repayment, rate of deductions from interim payments, and time by which the advance should be fully repaid will be as specified in the contract. All advances shall be used by the contractor exclusively for mobilisation expenditure, including the acquisition of construction-related plant and equipment. Should the contractor misappropriate any portion of the advance, it shall become due and payable immediately, and no further advance will be made to the contractor thereafter. In such cases, the contractor shall also be liable for appropriate action under the contract i.e encashment of BG's.

c) The Bank Guarantee given by the Tenderer / Contractor should be got verified from the issuing Bank.

d) Timely action for revalidation / encashment of Bank Guarantees shall be done to protect the Company's interest.

e) The 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 Head / in line with DOP.

f) 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.

g) The recovery of mobilization advance shall be recovered on monthly installment basis. The installments shall commence when 20% of the scheduled contract period has elapsed and fully recovered when 80% of the scheduled contract period is over (The month of start & completion of recovery of mobilization advance to be rounded off to nearest full month) 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.

h) The mobilization advance shall bear interest at SBI Marginal Cost of Funds based lending rate (MCLR) 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.

i) 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.

j) 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.

k) Any delay in recovery / refund of mobilization advance beyond stipulated period shall attract penal interest at 4% over and above SBI Marginal Cost of Funds based lending rate (MCLR) as considered above is payable by the contractor to HAL.

l) In case of 'Machinery and Equipment advance', insurance and hypothecation to the employer should be ensured.

m) 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.

n) The rate of interest / penal interest shall undergo a change depending upon change in Marginal Cost of Funds based lending rate (MCLR).

o) 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.

p) 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.

NOTE:

On case to case basis, requirement of "Mobilisation advance clause" may be included in contract documents as a special condition with due sanction of ATA bringing out the necessity and with approval of the CFA during admin approval.

14.2 FORECLOSURE OF CONTRACTS DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

a) 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 Officer-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.

b) 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.

14.3 TERMINATION OF CONTRACTS

14.3.1 When Contract can be Determined

Subject to other provisions contained in this clause, the Officer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

a) If the contractor having been given by the Officer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

b) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Officer-in-Charge.

c) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Officer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Officer -in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

d) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer -in-Charge.

e) If the contractor shall offer or give or agree to give to any person in HAL service or to any other person on his behalf any gift or consideration of any kind as an inducement

or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for HAL.

f) If the contractor shall enter into a contract with HAL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the HAL.

g) If the contractor had secured the contract with HAL as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

h) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

i) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

j) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

k) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Officer-in-Charge on behalf of the HAL shall have powers:

   i) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Officer-in-Charge shall be conclusive evidence). Upon such determination, Retention money already recovered, Retention money payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the HAL, besides initiating actions like debarring minimum for two years

ii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work,

iii) In the event of above courses being adopted by the Officer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

14.3.2 Due to administrative reasons

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :

(i) If the Tendered value of work is up to Rs. 1 Crore : 15 days.

(ii) If the Tendered value of work is more than Rs. 1 Crore and upto Rs.10 Crore : 21 days

(iii) If the Tendered value of work exceeds Rs. 10 Crore : 30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

14.3.3 Carrying out part work at Risk & Cost of Contractor :

If contractor:

a) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Officer-in-Charge; or

b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Officer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Officer-in-Charge.

c) The Officer- in-Charge without invoking action under para:14.3.1, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to HAL, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :

(i) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(ii) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The Officer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by HAL because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

d) The certificate of the Officer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

e) Any excess expenditure incurred or to be incurred by HAL in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by HAL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HAL in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

f) If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Officer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of above course being adopted by the Officer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

14.3.4 SUSPENSION OF WORK

a) The contractor shall, on receipt of the order in writing of the Officer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Officer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(i) on account of any default on the part of the contractor or;

(ii) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(iii) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Officer in- Charge.

b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above:

(i) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(ii) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Officer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Officer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Officer-in-Charge for more than three months at a time, except when suspension is ordered for reason (i) in sub para (a) above, the contractor may after receipt of such order serve a written notice on the Officer-in-Charge requiring permission within fifteen days from receipt by the Officer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by HAL or where it affects whole of the works, as an abandonment of the works by HAL, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Officer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by HAL, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work

in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Officer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Officer-in-Charge within 30 days of the expiry of the period of 3 months.

On approval of termination, letter shall be issued by Project Head/OIC/EIC on behalf of the Accepting Officer.

14.3.5 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

a) All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Officer-in - charge, his authorized subordinates in charge of the work and all the superior officers, or any organization engaged by the HAL for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

b) If it shall appear to the Officer-in-charge or his authorized subordinates in charge of the work or his subordinate officers or the officers of the organization engaged by the HAL for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Officer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been 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 or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Officer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under LD Clause of the contract (for non-completion of the work in time) for this default.

c) In such case the Officer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in price bid may consider reasonable during the preparation of on

account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Officer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

14.3.6 CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Officer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Officer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his Retention Money or the proceeds of sale thereof or of a sufficient portion thereof. The Retention Money of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

14.3.7 AWARDING OF WORKS IN STALLED CONTRACTS

In cases, where a contractor abandons or stops the work mid-way, either due to insolvency or a dispute or other reason, engagement of the new contractor takes considerable time and in the meanwhile HAL money is locked up in assets which cannot be utilized, apart from inconvenience and loss of amenities and their intended use to the HAL due to such half completed works. Wherever the work is abandoned by the contractor mid-way, HAL may call the tenders under limited/ single tenders to deal with part completed contracts where retendering through open tender mode is not the best possible option. However, for issuance of limited/single tenders in such cases, at least 20% of the work should have been billed by the contractor who has abandoned the work. Procurement approval of such limited/single tender should be as per the DOP.

14.3.8 TERMINATION OF CONTRACT FOR DEATH

a) 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.

b) In case of termination of contract, re-tendering is to be resorted to.

14.4 DEFECT LIABILITY PERIOD (DLP)

a) Normally the defect liability period shall be one year. 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.

b) As soon as any defects in the work come to the notice, the Officer-in-Charge/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 OIC/EIC, 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.

c) Prior to completion of DLP, to assess the defects, if any, Engineer-in-charge and Representative of the Contractor shall carry out a final joint inspection of the completed Civil / Electrical & Mechanical works on the previous month to the end of DLP. They should record the findings and certify in a register. Based on joint inspection report at the end of DLP if there are no claims/ rectifications, OIC/EIC can recommend for release of Defect liability deposit amount.

d) DLP & DLD for special nature of items: Special nature of items including its DLD period can be decided with the approval of ATA along with the technical sanction of the work. Special nature of items like bituminous surfacing (Roads & Aerodrome works) can be up to 3 years (fair wear and tear excepted), water proofing treatment can be up to 5 years & anti-termite treatment can be up to 10 years including the normal defect liability period. DLD amount for special nature of items can be withheld for the period defined in the BOQ and it shall be 10% of executed amount for that particular item. A guarantee on stamp paper of prescribed value shall be obtained from the contractor along with the final bill for special nature works.

14.5 DEFECT LIABILITY DEPOSIT (DLD)

a) 5% of bill value shall be recovered from RARs (which has been recovered in the form of Retention money) as a part of Security deposit and same will be treated as defect liability deposit. On expiry of the Defect Liability period, the Officer-in-charge shall on demand from the contractor, refund to him the remaining portion of the Security Deposit, provided the Officer-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.

b) Defect Liability Deposit for a work having combination of civil works and special nature works will be divided into two parts. DLD for the maintenance work will be calculated as above and returned after one year, however, for works pertaining to bituminous surfacing (Roads & Aerodrome works), water proofing treatment & anti-termite treatment and any other work indicated during admin approval , a guarantee on stamp paper of prescribed value shall be obtained from the contractor. .

c) Before refunding the Defect liability Deposit, the OIC / Project execution 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.

14.6 DEVIATIONS

a) 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.

b) 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.

c) DEVIATION LIMIT

The following deviation percentage (i.e Deviation Limit) may be included in the contracts:-

i) Lump sum contracts, based on drawings and specifications (also Design & Execution contracts) (+/-)10%

ii) All other works contracts

(i) below Rs. 50.00 Lakhs (+/-)20% and

(ii) above Rs.50.00 Lakhs (+/-) 10%.

d) Ordering of deviations is also subject to the following conditions incase of item rate contract

i) Deviations ordered in respect of quantities in individual items shall not exceed (+/-) 50% of the quantity of that individual item. However, in case of exceeding this deviation limit of non HFR items, the same shall be operated with the awarded rates for the completion of work as per the contract without any extra claim

ii) The value of additions of items of Non Tendered Items not already in the contract shall not exceed 50% of the deviation limit (for total contract value) prescribed in contract. These items will be called Non Tendered Items and the rates for the same will be sanctioned by ATA and will be approved by Divisional Head with financial concurrence. However, the total value of work including deviation and Non- tendered items shall not exceed the approved budget.

e) During the progress of work, interest of smoothly and timely progressing of work, ATA may allow the deviation in quantities for execution of work within the deviation limit. However for payment of deviation in quantities, the ATA may recommend sanction of the variation in quantities for individual items and +/- 10% / 20% of the total contract value as applicable and same shall be considered for approval by Divisional Head with financial concurrence 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.

f) 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.

g) Ordering of work on contractor beyond the total deviation limit will have to be through an amendment to the contract agreement [Annexure-U1].

h) The price variation/escalation amount shall not be considered as part of deviation. However, the amount will be reflected in DOs for sanction of amount for payment.

14.7 AMENDMENTS

a) 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 order 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.

b) 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.

c) In order to avoid disputes, it is essential that:

i) All deviation orders / amendments issued to contractor should be reduced to writing and by indicating that no extra claim is entertained on account of deviations; and

ii) The rates for the work so ordered are communicated to the contractor at the time of deviation is ordered.

14.8 PRICING OF ITEMS BEYOND DEVIATIONS LIMIT AND FOR FRESH NON TENDER ITEMS (i. e EXCLUDING HFR ITEMS EXCESS 20%) IN CASE OF ITEM RATE CONTRACTS

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 Bill of Quantities rates where the item is already included in Bill of Quantities.

b) In respect of items not included in Bill of Quantities but where similar items are found in Bill of Quantities, rates derived directly from Bill of Quantities items where such a direct derivation is possible. If the Bill of Quantities 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 Bill of Quantities, the same will be worked out with reference to Bill of Quantities 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 CPWD Delhi Standard Schedule of rates with cost index considered being estimation and increased / decreased by the Contractor's percentage [Tender Percentage] for pricing of deviations as inserted in the contract.

iii) Non Tendered Items shall not be derived from Freak Rates.

iv) Where it is not possible to derive the rate from the CPWD DSR i.e. the item is not available in CPWD DSR, the same will be based on the material and labour cost to the contractor, plus a profit of 10% on expenditures excluding GST and GST shall be considered on derived rate. In this case contractor has to produce satisfactory evidence in the form of cash vouchers/Invoices as proof of expenditure. The material cost shall be based on cash vouchers/invoices and actual labour cost and other factors shall be considered to arrive at the total cost. In such cases the EIC/OIC will make a analysis of the rate payable to the contractor based on Engineering norms such as CPWD DAR 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 Divisional Head approval after ATA sanction.

v) It shall be ensured by the Officer-in-Charge/EIC 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.

14.9 TIME AND EXTENSION OF TIME

14.9.1: TIME

a) The time allowed for execution of the Works as specified in the Tender or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in Tender/ LOA or from the date of handing over of the site, notified by the OIC/Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the OIC/Engineer in Charge and shall be absolutely at the disposal of the HAL without prejudice to any other right or remedy available in law.

b) As soon as possible but within 7 (seven) working days of award of work and in consideration of

- Schedule of handing over of site as specified in the Work order,
- Schedule of issue of designs/Drawings as specified in the Work order,

i. The Contractor shall submit a Time and Progress Chart for each mile stone. The OIC / Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the OIC/Engineer-in- Charge and the Contractor within the limitations of time imposed in the Contract documents

ii. In case of non submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

iv. The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by OIC/ Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per compensation for delay to be withhold.

Note :

14.9.1 (b) (i) (ii) (iii) & (iv) are not mandatory for value of work less than Rs. 50 Lacks/ AMC works Service works/ Repair Works.

c) If the work(s) be delayed by:-

i) Force majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

vi) Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the OIC/Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in Para (c).

d) In case the work is hindered by the HAL or for any reason / event, for which the HAL is responsible, OIC/EIC, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this clause and sub clause (c) to the extent the delay is covered under sub clause (c) the contractor shall be entitled to only extension of time and no damages.

14.9.2 Extension of Time

a) 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. OIC, EIC & Project In charge 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.

b) 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 reasons. 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.

c) Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing for seeking rescheduling of milestones or extension of time to the OIC/EIC. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work.

d) In any such case the OIC/EIC may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. OIC/Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the OIC/EIC in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time OIC/EIC after affording opportunity to the contractor, may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

e) In case the work is delayed by any reasons, in the opinion of the OIC/Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 14.9.1 (c) or clause 14.9.1 (d) or clause 14.9.2 (c) & (d) and beyond the justified extended date; without prejudice to right to take action under Clause 14.3.1, the OIC/Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

f) Head of the Division is the competent authority to accord Extension of Time beyond period stipulated for execution of contract with / without LD in respect of contracts approved by CEO/FD/CMD.

g) 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.

14.10FORCE MAJEURE CLAUSE

a) Force Majeure means and includes conditions or events beyond control of either parties (HAL &Contractor) like war, fighting, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, floods, explosions, epidemics, pandemics, strikes, lockouts (and not attributable to the Contractor)or acts of God.

Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 15 (fifteen)days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

b) In case where it is decided to include a force majeure clause in the contract, the clause shall be as detailed below.

Conditions beyond control of either parties like war, fighting, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 15 (fifteen) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

i). 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.

ii). The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.

iii). In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this, clause the decision of the Officer-in-charge shall be final and binding.

iv). If the contract 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 Officer 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 Officer-in-charge.

v). If no notice is issued by either party regarding the event within 15 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

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CHAPTER 15

MEASUREMENTS AND BILLS

15.1 MEASUREMENTS & MEASUREMENT BOOKS

a) All Measurements should be as per relevant IS Codes.

b) The payments to Contractors for the work done or other services rendered are made on the basis of measurement recorded in the Measurement Book.

c) 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.

15.1.1 Computerized Measurement Book

a) Officer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the HAL so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative along with the HAL authorised representative from time to time, during the progress of the work, shall be got checked by the contractor from the Officer-in-Charge or his authorized representative as per interval or program fixed in consultation with Officer-in-Charge or his authorized representative. After the necessary corrections made by the Officer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Officer-in- Charge for the dated signatures by the Officer-in- Charge and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Officer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and

with its pages machine numbered. The Officer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

b) The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Division records, and allotted a number as per the Register of computerized MBs. This should be done before the corresponding bill is submitted to the Divisional Finance for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the respective execution department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the execution department and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

c) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements / levels by the Officer-in- Charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then any measurement system prescribed in the tender documents shall be followed. The order of precedence for the methodology of measurements will be the methodology (if any) defined in the tender document followed by method of measurement issued by the Bureau of Indian Standards. Further in the absence of any methodology described, a mutually agreed method shall be followed.

d) The contractor shall give not less than seven days' notice to the Officer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Officer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without

such notice having been given or the Officer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

15.1.2 Recording of Measurement

a) Each set of measurements to be recorded should commence with entries stating:-

i) RAR No / Final Bill

ii) Name of Work and Location

iii) Name of Contractor

iv) Contract No. and Value of contract

v) Plant Order No if any.

vi) Scheduled Date of commencement of work

vii) Scheduled Date of completion of work

viii) Extension of Time if any

ix) Status of work

x) Date of recording measurement

xi) Reference to previous measurements

b) For recording measurements and for preparing abstract, the BOQ item No. shall be given neatly, with the description of the item in brief as per the following format.

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

c) In case of NTI's not covered in the BOQ, the full nomenclature shall be reproduced in the M.B and bill form.

d) 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.

e) 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.

f) Each page of the measurement book shall be signed by EIC / Representative and Contractor / Authorized Representative.

g) 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 Execution Department will have powers to nominate alternative qualified technical staff from the department to record the measurement.

h) The hidden measurement should be recorded during the progress of work and duly certified by the site-in-charge.

15.1.3 Electronic-Measurement Books(e-MBs):

a) On up gradation of IT infrastructure in HAL, Electronic-Measurement Books (e-MBs) may be integrated with IT based project monitoring system. However, IT department shall develop the system in line with CPWD e-MBs system in consultation with all stake holders and bring out a separate circular/ notification for implementation with due approval of competent authority.

b) IT enabled system for monitoring of the bills submitted by contractors shall have the facility tracking the status of the bills. It shall be mandatory for all contractors' bills to be entered into the system with date of submission and date of payment. The access to the bill tracking system to the contractors through online mode shall be subjected to IT security policies as HAL being defense PSU.

15.2 TEST CHECK OF MEASUREMENTS

a) 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 initialed 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.

b) 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.

15.3 CUSTODY OF THE CONTRACT & MEASUREMENT BOOKS

a) 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 works Department will also keep a copy of the contracts for its own use.

b) Original M/Book's shall be under custody of Finance Department and one copy with the execution team and one copy with the contractor for reference and record. 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.

15.4 RUNNING ACCOUNT REMITTANCE (RAR) BILLS

a) RAR payments will be processed as and when contractor submits and 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 TEN working days of the submission of the Bill and 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 Twenty Eight working days of the submission of the Bill. In case the payment has not been released within 10 working days as prescribed above, it shall be made as soon as possible, and after payment a written explanation for the delay shall be submitted to the Divisional Head within 3 working days. Unwarranted discretionary delays in payments shall be avoided, including failure to authorize / make ad hoc payments as prescribed above, responsibility shall be fixed on the concerned officers. Divisions may also have a system to monitor delays in payments and to identify such unwarranted delays.

b) Payment of RAR up to 100% value of work completed shall be made based on the Officer-in-charge/EIC certifying that the Contractor is entitled for such payment taking into consideration, Value of work executed after deducting there from the amount already paid.

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.

c) 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 Division with finance concurrence on approval payment will be admitted for payment along with RAR.

d) 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.

e) While making running account payments, following deductions shall be made:-

i) All previous running accounts payments

ii) Cost of stores issued by HAL if any

iii) Charges for electricity and water supplied by HAL

iv) Balance mobilization advance with interest recoverable from the Contractor, if any; and

v) Any other dues recoverable by HAL from the Contractor under the present or any other Contract.

vi) Penalties, if any, due to non compliance of statutory provisions.

vii) Withholding LD for delay in completion of work.

15.5 PRE-FINAL BILL

RAR for the completion of work can be admitted for payment and can be considered as PRE-FINAL Bill in the following cases and the Head of the execution Department may be permitted the contractor to submit a pre-final bill subject to following conditions:

i. Where the Final Deviation quantities including NTI are agreed without any protest / reservations by the contractor and submitted No claim certificate and Final Deviation Order is initiated for approval of CFA.

ii. Where the contractor is not in a position to prepare and submit the final bill for various reasons which are attributable to contractor and contractor requests for payment of pre-final bill with the valid reasons.

iii. 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.

15.6 FINAL BILL

a) 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.

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

b) Before submission of the final bill, the contractor should sign a 'no claim certificate' at Annexure-I as provided at the time of Pre-final bill, indicating that he has no claim against the company under the contract in question except as included in the final bill.

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

If the contractor is not responding in spite of the notice, the Officer In Charge/ EIC may with the permission of the Head of department /Division prepare the final bill.

(i) The Officer 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.

(ii) 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 Officer In Charge shall ensure that all recoveries including defect liability deposits etc., have been made from the bill as per the terms of contract.

d) On receipt of the final bill duly signed by the Contractor, the same will be scrutinized by the Officer-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.

e) 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, OIC 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.

f) At the time of submission 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 retention money if any 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.

g) The final bill should be paid to the contractor within three months after completion of work and from the date of submission of all necessary documents including fulfilment of all obligations as per the contract.

15.7 MATERIAL ADVANCE

a) The contractor, on signing an indenture in the form as per tender, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower, which are in the

opinion of the Officer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. 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 Rs. 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 Officer-in-Charge/EIC certifying that: -

i) Only non-perishable materials are considered for advance.

ii) The materials have physically been brought to site and have not been incorporated in the work.

iii) The stores are required for the work.

iv) 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.)

v) Purchase / Cash vouchers / Performa 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.

vi) In case the test certificates are not produced by the contractor, laboratory test from a NABL accredited 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.

b) 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.

c) Advance payment under clause 15.7 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.

15.8 WORK COMPLETION CERTIFICATES

a) 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 Officer-in-charge. A 'completion certificate' will be issued to contractor with a copy to the accounts department /Tendering Section showing the following.

   i) Particulars of the work and contract number

   ii) The date of work order to commence the work

   iii) Date of completion as per original contract agreement

   iv) Extension of time, if any, granted

   v) Date on which contractor was required to complete the work

   vi) Actual date of completion and taking over by HAL

b) 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.

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

15.9 CLOSURE OF CONTRACT

The contract is not to be treated as completed until a Defects Liability Certificate (DLC) has been issued. There will be only one DLC. It will be issued when the contractor has completed all his obligations under the contract. While making the final payment to the contractor and before releasing the performance Bank Guarantee, it should be ensured that there is nothing outstanding from the contractor, because it would be difficult to retrieve such amounts after releasing the bank guarantee/ final payment. Before the bank guarantee is released a "no claim certificate" may be taken.

15.10DISCHARGE/COMPLETION OF CONTRACT

The Contract will be deemed to have been completed after satisfactory fulfilment of all the obligations as per contract documents, final bills paid and release of security deposit. However, if any claim arises in respect of the obligations related to Contract (Sub contractors / Statutory authorities etc., if any), the Contractor has to settle the claim. Contractor has to indemnify HAL which has to be submitted along with final bill submission.

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CHAPTER 16

SITE MANAGEMENT

16.1 MANDATORY TESTS

Mandatory tests on various materials are to be conducted for works costing more than Rs. 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 Rs. 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.

16.2 SITE RECORDS

a) The Officer-in-Charge / 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.

b) Depending on the nature of work, the Officer-in-charge / Engineer-in-charge or his representative(s) shall maintain the following applicable 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:-

i) Works Diary for all works

ii) Works passing Register / Material Passing Register for all works

iii) Cement Register / Cement Consumption Register for all works

iv) Steel Register / Steel Consumption Register for all works

v) Cube Test Register for all works

vi) Site Order Book for all works

vii) Hindrance Register for all works

viii) Material Testing Register for major works

ix) Sample Approval Register for major works

x) Dismantled Material / Recovered items such as cut trees, rock / stones from the work site Register for major works.

xi) Concrete design mix Register for major works

xii) Record of paints, Bitumen, Tar, Anti-termite Chemical etc., Register for all works

xiii) Inspection Register for major works.

xiv) Bills register [showing bill submission date, bill details and passed amount for running bills / material advance bills] for major works.

xv) Final bill register for major works.

16.3 QUALITY IN EXECUTION OF WORKS

a) 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.

b) 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 affected 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.

c) Quality related CVC guidelines / IS guidelines to be followed during execution of work.

16.4 INSPECTION OF WORK

a) The Officer-in-Charge/Engineer-in-charge shall have power at any time to inspect and examine any part of the works either at the manufacturing plant or at the site of

execution and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

b) Should the Officer-in-Charge/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 Officer-in-Charge/ Engineer-in-charge shall be final binding and conclusive), the Contractor shall on demand in writing from the Officer-in-Charge/ Engineer-in-charge specifying the fault, not withstanding 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 Officer-in-charge/ Engineer-in-charge, and in the event of his failing to do so within a period to be specified by the Officer-in-Charge/ 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 OIC/ EIC shall have previously given notice to the Contractor to rectify.

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

16.5 APPROVAL OF WORKS BY STAGES

a) All works consisting of more than one process shall be subject to examination and approval at each stage by the Officer-in-Charge/ Engineer-in-charge or his nominee thereof and the Contractor shall give due notice in writing to the Officer-in-Charge/ 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 Officer-in-Charge/ 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 Officer-in-Charge/ Engineer-in-charge thereon shall be final and conclusive.

b) If any work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of the Officer-in-charge/ 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 Officer-in-charge/ Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Officer-in-charge at the Contractor's expense.

16.6 TECHNICAL EXAMINATIONS AND OVER PAYMENTS / UNDER PAYMENTS

a) 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, not withstanding the fact the amount of the running / final bill figures in the arbitration award.

b) 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.

c) 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.

16.7 CHIEF TECHNICAL EXAMINER'S ORGANISATION

a) **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.

b) 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.

c) 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 as applicable from time to time. In the CVC Circular No. 15/07/12, issued vide Letter No.98-VGL-25/18 dated 30.07.2012 the current monetary limits for reporting the contracts in QPRs are defined. The threshold limits are as follows:

Category-I:

(a) Civil Works	
(b) Turnkey Works Projects	
(c) Stores and Purchase	Rs.5 Crores & above
(d) Public – Private Partnership (Cost/Revenue values)	
(e) Sale of goods/scrap/land	

Category-II:

(f) Electrical/ Mechanical Works/ Maintenance/Service Contracts Including Electronics/ Instrumentation/ Telecommunication/Manpower supply, etc.	Rs.1 Crore & above
(g) Medical Equipment	Rs.50 lakh & above
(h) Consultancy Contracts	Rs.1 Crore & above

Category-III:

(i) Horticulture Works	Rs.10 lakh & above
(j) Supply of Medicines 4 largest value contracts	

The following explanatory notes are for guidance regarding the QPRs:

i. Civil works also include marine, mining, excavation and related transportation works.

ii. Electrical / Mechanical works also include air conditioning, fire fighting, fire alarm and all other allied works.

iii. In case there are no works awarded more than the threshold value mentioned under each sub-category, 2 contracts with highest value in each of such sub-category should be reported. In case no contracts are awarded “Nil” QPRs shall be sent.

iv. In case the orders are placed in foreign currency, the threshold limit would be determined based on conversion of foreign currency into Indian Rupee at the exchange rate / criteria defined in the tender documents. However, the currency of payments may also be indicated as per the contract.

v. Contracts awarded on Assignment / Nomination / Single Tender / OEM / OES / PAC (*) basis falling in the above categories should also be reported.

(*) OEM: Original Equipment Manufacturer, OES: Original Equipment Supplier, PAC: Proprietary Article Certificate

vi. For furnishing the QPR related to sale contracts, the QPR also to indicate the value as per reserve price besides the sale price.

vii. The organisations shall report all types of contracts irrespective of their role as Client / Owner or Officer-in-Charge of the Contract or Project Management / Supervision Consultant.

viii. All works whether in India or outside India in progress, contracts awarded and the works completed during the quarter shall be included in the QPR. In respect of works completed during the relevant quarter, the actual date of completion shall be indicated.

ix. Against all the procurement cases, reported in the QPR, mode of tendering adopted against each of the procurement case, shall be distinctly mentioned.

x. CVO to certify on the QPR that all the Works / Purchases / Consultancies.

d) 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 Annexure Y. However, CVC website shall be visited for latest circulars / amendments / guidelines if any.

16.8 SUPERVISION OF WORKS BY CONTRACTOR

a) The Contractor shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineer 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 OIC/EIC, cannot give full attention to the works, the Contractor shall at his own expense employ adequate Engineer to supervise the work and to receive instructions from the Officer-in-Charge. The following will be the minimum Engineers to be employed for the contract.

Cost of Work (Rs. In Crores	Requirement of Technical		Minimum experience (Years)	Designation Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	Number (of Civil+ E&M component)			
More than 100	Graduate Engineer (Major Component)	1	20 (and having experience of one similar nature of work)	Project Manager with degree in major discipline of Engineering	Rs. 60,000/- per month
	Graduate Engineer	2+1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month per person
	Graduate Engineer or Diploma Engineer	4+2	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer	1+1	8	Quality Engineer	Rs. 25,000/- per month per person
	Diploma Engineer	1	8	Surveyor	Rs. 20000/- per month per person
	Graduate Engineer	1+1	6	Project Planning/billing	Rs. 20000/- per month per person

More than 50 to 100	Graduate Engineer	1	20 (and having experience of one similar nature of work)	Project Manager	Rs. 60,000/- per month
	Graduate Engineer	1+1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month per person
	Graduate Engr or Diploma Engineer	1+1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer	1+1	8	Quality Engineer	Rs. 25,000/- per month
	Diploma Engineer	1	8	Surveyor	Rs. 15000/- per month
	Graduate Engineer	1+1	6	Project Planning/ billing Engineer	Rs. 20000/- per month per person
More than 20 to 50	Graduate Engineer	1	20 (and having experience of one similar nature of work)	Project Manager	Rs. 60,000/- per month
	Graduate Engineer	1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month per person
	Graduate Engineer or Diploma Engineer	1+1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Planning / quality/ billing Engineer	Rs. 20,000/- per month per person
More than 10 to 20	Graduate Engineer	1	10 (and having experience of one similar nature of work)	Project Manager	Rs. 30,000/- per month
	Graduate Engineer or Diploma Engineer	1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Planning / quality/ billing Engineer	Rs. 20,000/- per month per person
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Planning / quality/ billing Engineer	Rs. 20,000/- per month per person

Cost of Work (Rs. In Crores	Requirement of Technical		Minimum experience (Years)	Designation Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	Number (of Civil+ E&M component)			

More than 5 to 10	Graduate Engineer Graduate Engineer or Diploma Engineer	1 1+1	4 (and having experience of one similar nature of work) 2 or 5 respectively	Project Manager Project Planning / quality/ billing Engineer	Rs. 25,000/- per month Rs. 15,000/- per month per person
More than 1.5 to 5	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Manager cum planning/ quality/Site/ billing Engineer	Rs. 15,000/- per month per person
More than 15 lac to 1.5 Crore	Graduate Engineer or Diploma Engineer	1 of major component	2 or 5 respectively	Project Manager cum planning/ quality/Site/ billing Engineer	Rs. 20,000/- per month per person
Less than 15 Lac	Diploma Holder Civil/Electrical Engineering	1	min. of 6 months experience in work of the nature contracted or a person with 2years experience in supervising of Civil or Electrical works	Site Engineer	Rs. 15,000/- per month per person

Notes:

1. 'Cost of work,' in table above, means the agreement amount of the work.
2. Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of requirement of technical staff.
3. Requirement of technical staff and their experience can be varied depending upon nature of work by NIT approving authority (ATA) with recorded reasons.
4. The NIT approving authority shall mention the appropriate stage of employment of technical staff for minor component / specified work, if any at the time of approval of NIT.
5. Mechanical Engineers have to be deployed for HVAC, Crane and compressed air works.

   b) On acceptance of the tender the Contractor shall furnish deployment schedule of Engineers as per the terms & conditions within 14 days to Officer-in-Charge for his approval, site set up with list of Officers, Supervisors and other staff to be employed by him with their date of joining.

      i) 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.

ii) 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.

iii) The certificate as above should accompany the running bill and the final bill of the contractor before release of payment.

c) All works shall be subject to examination and approval by the Officer-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 Officer-in-charge or his authorized Representative, whenever any such work is ready and the Officer-in-Charge or his authorized representative shall without unreasonable delay, attend for the purpose of examining such works.

d) 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 Officer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Officer-in-Charge at Contractor's expense.

e) If any such part covered up or put out of view after being approved by the Officer-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.

16.9 RESPONSIBILITY OF CONTRACTOR AGAINST RISKS

During currency of the contract it shall be the responsibility of the Contractor to safeguard all materials (Construction 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.

16.10 EXCAVATIONS, RELICS, ETC.

a) Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed off as directed by the Officer-in-Charge.

b) 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.

16.11 SUB CONTRACTING

a) The Contractor shall not subcontract the whole of the works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the PIC/OIC/EIC in writing. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.

In case Contractor intends to subcontract specialized job (like PEB, Structural glazing, water proofing, anti-termite, bitumen, aluminium works, epoxy works, Cranes, HVAC works, Electrical works, Data & voice, etc., as detailed under special condition of contract/BOQ) he shall submit a proposal in writing seeking permission of OIC for the same, who in turn will obtain the approval of Divisional Head. While submitting the proposal to HAL, Contractor shall ensure the following:

(i) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than one work of 80% or two works of 50% or three works 40% value of work to be sublet, in last 5 years through a works contract, company having average annual turnover of which is more than 30% or above in last 3 financial years excluding the current financial year of the value of work being subcontracted

(ii) Provided that the Contractor shall not be required to obtain such consent for the following (Not considered as a subcontracting)

1) Specific work which need to be executed by OEM / Material supplier.

2) The subcontracting of any part of the works for which the subcontractor is named in the contract.

3) Equipment erection by the authorised representatives / Technical personal.

(iii) Sub-contracting may be for the specialized items of work, such as reinforced earth retaining walls, pre-stressing works, and so on. Procurement of material in accordance with the specifications/standards specified in the Contract, hiring of equipment or engagement of labour, procurement of equipment specified in contract as per the terms and conditions of contract will not mean sub –contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%) or as specified in the admin approval with the approval of ATA.

(iv) Sub-contracting by the contractor without the approval of the HAL shall be a breach of contract, unless explicitly permitted in the contract.

b) 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.

c) Any breach of the above conditions shall entitle the Officer-in-Charge to take action / to rescind the contract.

d) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, subcontracts or otherwise parts with or attempts to assign, transfer, subcontract or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge the same shall be deemed to be breach of contract.

16.12 SAFETY CODE

a) 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.

b) General safety clauses for the work is enclosed at annexure T.

16.13 PROJECT MANAGEMENT

a) The quality of Project works significantly depends on supervision and monitoring. For completion of the projects within the stipulated time and cost and with specified quality standards, periodical review should be done by various levels of the officers.

b) Information Technology (IT) enabled project management systems can help in improving efficiency, transparency and aid faster decision making in execution of projects. These systems may be used for maintenance of records for the progress of work (including hindrance register), variations, etc., wherein reasons for delays are also to be captured on real time basis. Such Systems may be used for capturing progress and quality of work, site records/photographs/ videos etc. including geo tagging.

c) Wherever applicable, the role of the Project Management Consultant (PMC) should be clearly defined in the contracts. Deployment of the PMC does not absolve the project executing authority of the responsibility to supervise the quality and timelines of the project.

d) The credentials and deployment schedule of key and other technical personnel to be engaged by PMC on the work should taken along with the bid. During execution, adherence to deployment of key and other technical personnel as per the schedule of deployment should be ensured.

e) Execution of the work shall primarily be the responsibility of the officials designated with such responsibility. However, for large contracts senior officers shall also review the progress and quality of the work at various stages of construction. To this effect, presentations on the project performance may be made periodically before the senior officers depending upon the value of the project and progress of the project vis-2-vis

schedule. Project executing authorities should put in place detailed instructions in this regard.

f) Project executing authorities should put in place a system for capturing the photographs and videos of important and critical activities of construction. This may be implemented in projects above Rs.500 Lakhs or, if possible, in all projects. On availability of IT based project monitoring system in HAL, Such photos/ videos may be uploaded in IT based project monitoring system to facilitate monitoring the progress and quality of work as well as assessment of delay in execution of work by stakeholders and senior management. Apart from this, photographs and videos may serve as permanent record of the project for posterity in case needed for any eventuality including litigation or enquiry/ investigation.

g) Delay in taking timely decision:

Delay in decision making by the officials of the project executing authority/HAL on various changes in the project scheme arising out of emerging situations during execution of the work is also one of the contributors to the delay in completion of projects. Sometimes timely decisions on these changes are so crucial that the next step could only be taken after addressing the change. Delay in decisions by the project executing authority /HAL can also lead to litigation due to inadequate utilization/ idling of resources of the contractor. There is frequently a feeling among officials that indecision is safe while a decision may lead to adverse consequences for the decision maker. Therefore, Divisions may put in place a system of resolution of the issues coupled with timelines for various levels to take decisions.

h) PIC/OIC/EIC may review the flow chart of decision making and remove redundancies for faster decision making. With the approval of competent authority they may also fix timelines for taking decisions on variations, extra items and changes in scope and specifications, etc. to void delay and litigation arising out of delayed decisions.

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CHAPTER 17

PENALTY CLAUSES

17.1 PRE-ESTIMATED LIQUIDATED DAMAGES (LD) FOR DELAY IN COMPLETION OF WORKS

a) 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 LD calculated as stipulated below.

S. No.	Completion period as originally stipulated	Pre-Estimated Liquidated Damages	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 LD may be adjusted or set off against any sum payable to the contractor under this or any contract with HAL.

b) In case, the contractor does not achieve a particular milestone mentioned in the approved financial milestone or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld @ 2% of the milestone value and the same to be adjusted against the compensation levied for delay in completion of work. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), 2% of the amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld

amount. (The amount withheld for non achievement of milestones in any case will not exceed the maximum LD levied for delay in completion of work)

c) In case, before the completion of the whole Works, any part of Works has been certified by the PIC/OIC/EIC as completed and occupied or used by the HAL, the LD for any period of delay shall for any period of delay after such certification shall be reduced in the proportion which the value of the part certified bears to the value of the whole of the works (Contract sum).

17.2 PENALTY FOR NON PAYMENT OF STATUTORY CONTRIBUTION LIKE ESI, PF, SD, AGREEMENT, LABOUR LICENCE ETC.

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

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

(i) **CONTRACT AGREEMENT:** The Contractor shall submit the contract agreement on a stamp paper of Rs.200/- (or as applicable) in a prescribed form (Annexure – U) duly signed within thirty days of issue of Acceptance Letter failing which penalty of Rs.2,500/- per week delay to a maximum of Rs.10,000/- will be levied for delay in submission. No advance / Payment will be released if agreement is not submitted.

(ii) **SECURITY DEPOSIT:** The Contractor shall deposit prescribed performance guarantee of Security Deposit within 30 days of date of Acceptance Letter to the Officer-in-Charge of work of respective division failing which penalty @ 2 % of Performance Guarantee part of Security Deposit amount per week or part thereof with a maximum penalty of 25% of performance Guarantee part of Security Deposit amount 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 Officer-in-Charge in exceptional / emergent works.

(iii) **LABOUR LICENCE:** The contractor shall obtain labour license from Competent Authority [Central Government] within thirty days of date of acceptance and submit to the Engineer -in-Charge / Officer-in-charge. The cost of obtaining license i.e. license fee etc., shall be borne by the contractor. However Contractor shall not generally start work without obtaining valid labour license unless otherwise ordered by Officer-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 Rs.200/- indemnifying HAL against all the statutory requirement of the Labour Department.

17.3 SUBMISSION OF AGREEMENTS, BANK GUARANTEES, HYPOTHECATION DEEDS ETC.

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

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CHAPTER 18

SPECIAL CONTRACT CLAUSES

18.1 CORRUPT OR FRAUDULENT PRACTICES

a) 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: 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 anything 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 competition1.

b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

c) Will declare a Bidder in-eligible, either indefinitely or for a stated period of time to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, the contract.

18.2 INTERPRETATION

a) In interpreting the conditions of contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract (English) unless specifically defined. The EIC or his nominee will provide instructions clarifying queries about the conditions of contract.

b) If sectional completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

18.3 SECRECY

a) 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.

b) The contract is confidential and must be strictly confined to the Contractors own use (expect 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).

c) 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.

d) 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.

18.4 PATENT RIGHTS

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

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CHAPTER 19

DISPUTE RESOLUTION MECHANISM: CONCILIATION & ARBITRATION

19(a) During operation of the contracts issues and disputes arising due to lack of clarity in the contract become the root cause for litigation. Litigation has adverse implications on the timelines and overall cost of the project. Before resorting to arbitration / litigation, the parties may opt for mutual discussion, mediation, and conciliation for the resolution of disputes.

19(b) Arbitration / Court awards should be critically reviewed. In cases where there is a decision against HAL, the decision to appeal should not be taken in a routine manner but only when the case genuinely merits going for the appeal and there are high chances of winning in the court / higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases may result in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the HAL.

19(c) A special board / committee may be constituted by the authority who is empowered as per DOP to accept the order/judgment of Court/ award of Arbitration for payment of demand to review the case before an appeal is filed against an order. Arbitration / Court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and arising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal / further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award before recommending approval of CFA as per the DOP.

19(d) The respective complexes of HAL should monitor the success rate of appealing against arbitration awards.

DISPUTE RESOLUTION

19.1 AMICABLE SETTLEMENT

In the event of any dispute, difference or controversy of whatever nature, however arising under or out of or in relation to this agreement (including its interpretation) between the parties ('the Dispute'), the aggrieved party shall give a 30 days written notice to the other party with all the details of the Dispute. The parties shall use all reasonable endeavours to resolve the dispute mutually and amicably.

19.2 CONCILIATION

a) If the parties are unable to resolve the Dispute amicably within 45 days of the receipt of the written notice as specified under Clause 19.1., the aggrieved Party shall notify the other party in writing to refer the Dispute to Conciliation for its resolution;

b) Conciliation proceedings shall be conducted in accordance with the Part III of the Arbitration & Conciliation Act, 1996 by a Conciliation Committee ('HAL Conciliation Committee' or 'HCC') comprising of three (3) independent members with expertise in the field of Engineering, Finance, and Legal. Provided, if the total value of the Dispute including claim and counter claim is less than 1 crore, the HCC shall comprise of only one member with expertise in the field of Engineering;

c) CMD, HAL shall have the sole discretion to nominate the members of HCC;

d) Upon constitution of HCC which shall not be later than 14 days of the notification by the aggrieved party to refer the Dispute to Conciliation; and before commence of the Conciliation Proceedings, the members of HCC shall give a declaration of independence and impartiality to both the parties;

e) HCC shall conclude its proceedings in maximum 5 meetings, and give its recommendation within 90 days of its first meeting. In exceptional cases, the Parties and the HCC can agree for 2 further meetings;

f) The recommendations of HCC are non-binding and the parties may decide to accept (even with modifications) or reject the same. However, such acceptance or rejection of the recommendations of HCC shall be conveyed by the parties to each other as well the HCC within a period of 14 days from date of recommendations given by HCC;

g) In the event of the conciliation proceedings being successful, the parties to the dispute shall sign a settlement agreement duly authenticated by HCC within a period of 14 days of from date of conveying acceptance of HCC's recommendations. Such settlement agreement would be binding on the parties in term of section 73 of the Arbitration & Conciliation Act, 1996 / as amended from time to time;

h) Each member of the HCC shall be paid a fee of Rs. 20,000/- per meeting. However, in any circumstances, the total fee payable to the member(s) of HCC should not exceed 5% of the Dispute value; CMD, HAL shall be the sole authority to review or revise the fee payable to members of HCC. Such fee shall be equally borne by both the parties. The contractor shall deposit 50% of its share before the start of

first meeting with HAL which shall be responsible for remitting the amounts to the member(s) of HCC;

i) The parties shall keep confidential all matters relating to the conciliation proceedings including:

   i) minutes of HCC Meetings

   ii) recommendations of HCC

   iii) Views expressed or suggestions made by the other party in respect of possible settlement of the dispute.

   iv) Admissions made by the other party in the course of HCC Proceedings.

   v) proposals made by the HCC

   vi) The fact that the other party had indicated his conciliation to accept a proposal for settlement made by HCC

j) Parties shall not rely upon the same evidence in any forum/ arbitration / court proceedings whether or not such proceedings relate to the dispute that is subject of the conciliation proceedings.

19.3. ARBITRATION

a) In the event of failure of conciliation proceedings, the aggrieved party shall within 30 days of failure of the conciliation proceedings invoke this clause by giving a notice (Notice of Arbitration) to the other party specifying all the points of dispute with details of the amount to be referred to arbitration;

b) i) The dispute shall be settled by arbitration in accordance with the Provision of Arbitration and Cancellation Act, 1996 and the Rules of Arbitration Centre Karnataka (Domestic and International), Bengaluru, by a single Arbitrator (In case the value of the claim, excluding interest is less than Rs. 50 Crores) or a panel of three Arbitrator's (In case the value of the claim, excluding interest is more than Rs. 50 Crores) The seat of Arbitration shall be at place from where work was awarded.

ii) Arbitration in case of dispute or difference between HAL and any other Public sector Enterprises or Govt. department:

In the event of any dispute or difference relating to the interpretation and government department / organisations (excluding disputes concerning railways, income tax, costumes & excise departments) such dispute or difference shall be taken up by either party for its resolution through AMRCD (administrative mechanism for resolution of CPSU's disputes) as mentioned in the DPE om No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and decision of AMRCD on the said dispute will be ending on both the parties.

c) Parties agree that neither party shall be entitled for any pre-referance or pendent-lite interest and the Arbitral Tribunal shall have no right to award the same;

d) The parties agree that not with standing any dispute between them, each party shall proceed with the performance of its respective obligations; pending resolution of the Dispute in accordance with this clause.

e) Divisions situated outside Karnataka may adopt rules of a different institutional arbitration (Preferably the ones run under the aegies of Govt./HC/SC)

f) In cases where the HAL has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the HAL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to the HAL should the subsequent court order require refund of the said amount."



CHAPTER 20

FACILITIES MANAGEMENT DIVISION

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 (i.e. Bangalore based Divisions).

b) In view of the formation of FMD, all Divisions / Offices of HAL shall approach FMD for any clarification or interpretation of any of the provisions of the Manual, the matter shall be referred to Divisional head of FMD, who shall be the competent authority to issue the clarification. The clarifications or interpretations given by head of FMD shall be final and binding on the Divisions.

c) Works costing less than Rs. 20.00 Lakhs for civil and Rs. 10.00 Lakhs for Electrical and mechanical (E & M) works will be planned tendering execution and finalisation by respective Divisions / offices of BC, DC and HC.

d) Tendering and finalization of contract for works costing more than Rs. 20 Lakhs and less than Rs. 50.00 Lakhs for Civil and more than Rs.10.0 Lakhs and less than Rs. 20.00 Lakhs for Electrical & Mechanical (E&M) works in Bangalore based divisions will be taken up by FMD after the division obtains Admin Approval which shall also be routed through contract section of FMD. However, work shall be executed by respective Divisions. The finalization of the contract shall be duly reported to FMD.

e) Works costing more than Rs.50 Lakhs for Civil and Rs.20 Lakhs for E&M will be planned, tendered and executed by FMD for all Bangalore based Divisions within Bangalore. However, Service contracts of any value will be Tendered and executed by the respective Plant Maintenance Department / Tendering department of the Divisions irrespective of value of contract.

f) The Divisional Plant Maintenance Head is a Nodal Project Officer [NPO] for such works to monitor the planning and progress and provide necessary support for smooth execution. The NPO shall consolidate the requirement of the division pertaining to the project and report to sectional Head of concerned department of FMD for implementation. NPO can nominate himself as OIC or any other suitable officer for the works executing by the respective Divisions during Admin approval/award proposal.

g) Project In charge: Project in charge is the overall incharge of the contract administration, who shall nominate the OIC for Civil, Electrical and Mechanical works separately.

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CHAPTER 21

SERVICE CONTRACTS

21.0 SERVICES

a) Services involving deployment of Man power on full time basis for Maintenance services will be tendered and executed under Works Procedure.

b) Maintenance services comprises of Soft Services and Engineering Services.

21.1 SOFT SERVICES

Includes the following

a) Housekeeping & Sanitary Services

a) Security, watch & ward and Fire Services

b) Landscaping & Horticulture and Gardening,

21.2 ENGINEERING & MANAGEMENT SERVICES

Includes the following

a) Civil, Electrical & Allied Maintenance

b) O & M of Electrical Power Distribution and Maintenance including Low Voltage Systems, HVAC 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

g) Pest Control Management

21.3 SERVICE CONTRACTS

21.3.1 Contract period

a) The period of contract must be explicitly specified for a definite period in the contract for one year or two years or more 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.

21.3.2 Mode of Service Contracts

21.3.2.1 Comprehensive / Work package service Contracts

a) The Service Contracts namely soft & Engineering services as indicated in para 21.1 & 21.2 where Four - M [Men, machine, methods & materials] concepts are involved shall be finalised as per guidelines below.

These Contracts may be invited on Fixed Rate basis (i.e. Rate per month 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.

b) Estimate

The estimates for the purpose of administrative approval shall be based on budgetary quote from two 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. However, reasonability of quotation shall be checked and certified by initiator.

c) Tendering

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:

(i) Service Level Matrix [To be given by the HAL and same needs to be developed for specific Service works]

(ii) Standard operating procedures including monitoring systems [Same needs to be developed for specific Service works]

(iii) Man power Matrix [An indicative matrix to be provided]

(iv) Details of materials used and Details of Machinery deployed [An indicative matrix to be provided]

(v) Evaluation process [to be mentioned in the tender]

(vi) Type of industry for which similar nature of work executed [to be mentioned in the tender]

(vii) Company and Management profile

(viii) Clients list

(ix) Financial capability [turnover, solvency, income tax return, balance sheet etc]

(x) Similar Work Experience

d) 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.

e) The tender document should specify a clause that if the agreed service parameters are not met with during the period of contract based on continuous evaluation by Officer-in-Charge, the contract can be terminated. Notices shall be served for improvement in their service by the Officer-in-Charge and if the agency / contractor does not show any improvement in their service level during the period of observation as determined by Officer-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. Such case contractor will not be allowed to participate in the re-tendering.

21.3.2.2 In case of contracts where Comprehensive/work package Service Contract [CSC] concept cannot be adopted, finalisation of service contract will be done by following Manpower supply contract procedure.

21.3.2.3 Admin approval shall be as per DOP, Anx-III (B) (1) (C) and Award of work as per Anx-III (B) (2) (C).or as per the prevailing DOP.

21.4 TENDERING THROUGH GEM

To procure the Services as listed at Clause 21.1 & 21.2 through GeM portal by adopting GeM standard Service / Custom Bid Module for services through GeM portal by the respective Divisions. Tendering and execution of the services which are taken up through GeM shall be taken up by the respective Divisions as per the Divisional requirement. To adopt the procedure for tendering & awarding of service contracts through GeM portal standard Service / Custom Bid Module for services.

However, In case of tenders where services cannot be taken up under HAL conditions, through GeM portal in such cases GeM terms and conditions will prevail over HAL laid down conditions. Tendering through GEM is detailed at Chapter 22.

21.5 COST OF TENDER DOCUMENT

In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender documents downloaded by the bidders.

21.6 EARNEST MONEY DEPOSIT

a) To safeguard against a Contractor's withdrawing or altering its bid during the bid validity period, Earnest Money is to be obtained from the Contractors except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered PEMD Contractors with HAL as per the Corporate office guidelines. The Contractors should be asked to furnish bid security along with their bids. The amount 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 Rs.500.00 and subject to maximum of Rs.50 Lakhs.

b) Earnest Money Deposit as specified against each work to be furnished in the form of Demand Draft / Bankers cheque / Pay Order from a Nationalized Bank / Scheduled Bank and Deposit through any other form shall not be accepted.

c) FORFEITURE OF EARNEST MONEY DEPOSIT

i) The Earnest Money Deposit can be encashed if the Tenderer withdraws his Tender proposals/modifies /changes / alters / impairs/derogates the Tender proposal on his own after the Bid is opened or within the subsistence of the validity period of offer or fails to accept the Letter of Acceptance issued by HAL or fails to submit Performance Security Deposit or fails to execute contract agreement or fails to commence the work as per LOA, such bidders will be suspended / banned minimum for Two years. Unilateral revision or withdrawal of offer by the bidder as above shall also result in rejection of bid without Notice.

ii) In case of MSME, if they fail to remit SD as mentioned in the LOA, they will be banned for minimum two years and the same will be intimated to all units of HAL & MSME authorities.

iii) If HAL has any authentic information about the Intending Tenderers having formed a Cartel / submitted Non-earnest Bids, the Tender will be cancelled and the Earnest Money Deposit of all such Tenderers shall be forfeited, besides initiating actions like debarring minimum for two years.

21.7 SECURITY DEPOSIT FOR SERVICE WORKS

a) The successful tenderer will be required to furnish security deposit for the fulfilment of contract.

   i) In case of two years and above contracts, the security deposit shall be equal to 5% value of the contract amount.

   ii) In case of one year 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) Retention money shall not be deducted from the bills.

c) The contractor shall deposit the difference between earnest money and performance Guarantee by Demand Draft / Bank Guarantee within 30 days from the date of acceptance or before commencement of work whichever is earlier.

d) Security deposit shall be released after satisfactory completion of work 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.

e) Also no payment shall be released to the Contractor unless Security Deposit (Performance Guarantee) is submitted and contract agreement is executed.

f) Bank Guarantee will be accepted only for works costing Rs.10 Lakhs [accepted value] and above and the work costing less than Rs.10 lakhs, the Security Deposit has to be submitted in the form of DD/ Banker's cheque drawn on Nationalized / Scheduled Bank of India.

Note:

The tender document shall include that "The successful Contractor shall execute the contract as per the requirement and ensure the compliance of clauses like performance of contract, Guaranty, etc., as required under the contract. Any non-compliance of contract conditions, shall entitle HAL to initiate appropriate penal actions as deemed necessary, including debarring of such contractor for a period upto two years besides invoking of Bank Guarantee" submitted against security deposited.

Wherever, there are compelling circumstances to ask in excess of 5% towards the security deposit in the tender document, the same need to be taken up, for inclusion in tender, with the approval of Divisional Head by justifying the reason for asking more security deposit.

g) 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.

21.8 EVALUATION CRITERIA

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

A. Essential / Prequalification Criteria:

[Agencies has to upload all supporting documents, duly self attested by the authorised representative of the company with seal along with the Tender for the following criteria failing which offer is liable for rejection. After price bid evaluation, the successful bidder has to submit the original documents for verification].

I. For Soft Services as defined at para 21.1

1) The Bidder shall necessarily be a legally valid entity, in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013. Bidders in the form of JV/consortium, Proprietorship or Partnership shall not be eligible to bid. Documentary proof for supporting the legal status of the Bidder shall be submitted along with the bid.

2) **Annual Turn Over:** Average annual turnover during the last 3 years, ending 31st March of previous financial year, should be at least 30% of the approximate estimated amount put to tender. The Bidder should upload profit & loss statement for the last three years duly certified by Chartered accountant with UDIN.

3) **SOLVENCY:** The solvency required will be 40% of the approximate estimated amount put to tender. The solvency certificate shall be from a nationalized or scheduled bank and issued within a period of 12 Months from the final date of submission of the tender. The Bidder should upload copy of the same.

4) **NUMBER OF YEARS IN OPERATION**

The bidder shall be in operation atleast for the last 5 Years in the area of manpower supply / service provider business ending last day of month previous to the one in which applications are invited. A Proof of Company establishment (Incorporation) Certificate and proof of being in manpower supply / Service provider business is to be uploaded.

5) **EXPERIENCE:** Experience of having successfully completed works during last seven years ending on previous day of last day of submission of tender should be either of the following:-

(i) Three similar completed works each costing not less than an amount equal to 40% of estimated cost mentioned against each work in the tender notice.

or

(ii) Two similar completed works each costing not less than an amount equal to 50% estimated cost mentioned against each work in the tender notice.

or

(iii) One similar completed work costing not less than an amount equal to 80% estimated cost mentioned against each work in the tender notice.

Notes for 4 & 5

a. Relevant Work experience with supporting documents should be uploaded.

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

c. In case of experience certificate obtained other than Govt. / PSU organizations, the same shall be supported with TDS certificate by the Bidder.

d. The meaning of “Similar work” for the purpose of tender is defined in Work details table of NIT.

e. In case the bidder has only 5 years of Operations, then the Work experience will be considered during those 5 years period ending last day of month previous to the one in which applications are invited.

f. In case the bidder has more than 5 years of Operation, then the work experience will be considered during those periods in operation but limited to the last 7 years period ending last day of month previous to the one in which applications are invited.

6) **QUALITY RELATED CERTIFICATE**:- The bidder should have at least one of the following valid Quality Related Certificates duly issued by an agency accredited by NABCB or equivalent agency and copy of the same shall be uploaded:-

a) ISO 9001

or

b) ISO 14001

or

c) SA 8000

or

d) ISO 45001

7) The copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder, which should be accompanied by a Board Resolution regarding the same.

8) The bidder shall have their own ESI & EPF Code. The bidder should upload the ESIC & PF Registration Certificate and such registration shall remain valid throughout the period of the Contract signed in relation to tender.

9) Registration certificate for GST No. Copy of Registration certificate to be uploaded.

10) In case of Electrical Service Contract, agencies have to upload the valid Electrical contractor license of appropriate voltage issued by any state Govt. under clause 45 of Indian Electricity Rules 1956 or as amended from time to time.

II. For Engineering & Other Management Services as defined at para No.21.2

1) **Annual Turn Over**: Average annual turnover during the last 3 years, ending 31st March of previous financial year, should be at least 30% of the approximate estimated amount put to tender. The Bidder should upload profit & loss statement for the last three years duly certified by Chartered accountant.

2) **SOLVENCY**: The solvency required will be 40% of the approximate estimated amount put to tender. The solvency certificate shall be from a nationalized or scheduled bank and issued within a period of 12 Months from the final date of submission of the tender. The Bidder should upload copy of the same.

3) **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 an amount equal to 40% of estimated cost mentioned against each work in the tender notice.

or

(ii) Two similar completed works each costing not less than an amount equal to 50% estimated cost mentioned against each work in the tender notice.

or

(iii) One similar completed work costing not less than an amount equal to 80% estimated cost mentioned against each work in the tender notice.

Notes for 3

a. Relevant Work experience with supporting documents should be uploaded.

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

c. In case of experience certificate obtained from other than Govt. / PSU organizations, the same shall be supported with TDS certificate by the Bidder.

d. The meaning of "Similar work" for the purpose of tender is defined in Work details table.

e. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7 % per annum; calculated from the date of Completion to previous day of last date of submission of tenders

4) The copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder, which should be accompanied by a Board Resolution regarding the same.

5) The bidder shall have their own ESI & EPF Code. The bidder should upload the ESIC & PF Registration Certificate and such registration shall remain valid throughout the period of the Contract signed in relation to tender.

6) Registration certificate for GST No. Copy of Registration certificate to be uploaded.

7) In case of Electrical Service Contract, agencies have to upload the valid Electrical contractor license of appropriate voltage issued by any state Govt. under clause 45 of Indian Electricity Rules 1956 or as amended from time to time.

B. DOCUMENTS TO BE UPLOADED ALONG WITH TENDER AS APPLICABLE IN ADDITION TO PARA-A

i) Income Tax Returns for last Three Years.

ii) Registration with any organization if any.

iii) Copy of PAN Registration certificate issued by Income Tax authority.

iv) Details of ECS viz., Name of Bank, IFSC, MICR No, Branch, Account No, cancelled cheque where payments are to be credited. The same shall be uploaded in the form of ECS Mandate form duly signed by the Bank.

v) Balance sheets for the last five years.

Note:

The Bidder shall be required to produce self-attested copies of the relevant documents in support of the parameters at Para - A & B above, in addition to documentary evidences of other parameters, for being considered during the technical evaluation.

21.9 AMENDMENTS

a) Any statutory changes including revision in minimum wages / allowances as notified time to time shall be complied by the Contractor. No specific amendment to Contract would be required to be executed by the Contracting Parties in this regard. This will be paid on production of necessary vouchers / records. The Contractor shall be exempted from the 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.

b) Service charges as agreed upon in the contract are fixed throughout the contract period, including extended period if any, and in case of any increase in wages, allowances, etc., no service charges will be paid on the increased component of wages, allowances, etc., No amendment to the contract or obtaining approval of the Competent Authority would be required in case of any increase in wages, allowances, etc., However, the increased component of wages, allowances, etc during the currency of contract shall be reimbursed by HAL.

c) Amendment to contract agreement is to be executed only in case of extension to contract period and closure of the contract / FDO/ cumulative bill Value exceeds the awarded contract value on approval of the CFA as per DOP.

d) Respective OIC shall issue an amendment for executing an amendment to contract agreement as per Annexure-U1 format.

21.10 PENALTY

The Contractor shall disburse salary to the deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.1000/- per day will be imposed till the actual date of payment.

a) If the salary is disbursed beyond 7th of every month on more than three consecutive months, the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed on termination of contract. The Client will have the power to appoint any other agency for the manpower deployment service contract at the risk and cost of the Contractor. However, decision of EIC/OIC shall be final and binding in such cases.

b) The contribution such as ESI, PF etc. paid to the respective authorities shall be made on or before 15th of every month, otherwise interest or penalty charged by the respective authority on such payment shall be borne by the contractor. In case, the authorities demand, such amount, the same shall be recovered from the payment to the contractor which is due from HAL and remitted to the respective authorities.

c) CONTRACT AGREEMENT

The Contractor shall submit the contract agreement on a stamp paper of Rs.200 /- (or as applicable) in a prescribed form (Annexure – U) duly signed within thirty days from the date of Acceptance Letter failing which penalty of Rs.2,500/- per week delay to a maximum of Rs.10,000/- will be levied for delay in submission. Payment will not be released if agreement is not submitted.

d) SECURITY DEPOSIT

The Contractor shall deposit prescribed Security Deposit within 30 days of issue of Acceptance Letter to the Officer-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 Officer-in-Charge in exceptional / emergent works.

e) LABOUR LICENCE

The contractor shall obtain labour licence from Competent Authority [Central Government] within thirty days of date of acceptance and submit to the Engineer-in-Charge / Officer-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 Officer-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 Rs.200/- indemnifying HAL against all the statutory requirement of the Labour Department.

f) Further, Divisions may include additional suitable penalty clauses in the tender document.

21.11 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:-

i. Tendering for fresh contract should be taken up by the user Department 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 / closure of contract.

ii. 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 proper justification and 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.

iii. CFA as per the DOP is the competent authority to accord Extension of Time beyond period stipulated for execution of contract.

21.12 PROCEDURE FOR EXECUTION OF MISCELLANEOUS SUPPORT SERVICES FOR VARIOUS FUNCTIONS AND VIP VISITS

21.12.1 This deals with hiring of System/ facilities/ services for a given events which are temporary in nature. Several ceremonial events and functions

are being organized by HAL throughout the year. Further, Farewell dinners, VIP dinners, cultural events etc., are also being organized as and when required. Event Management works can be executed by inviting an Annual rate contract, which can be invited for one / two years.

21.12.2 Estimation

Division shall forecast and prepare the items needed for organizing events by them during one/two years including approximate quantities needed.

Rates for Hiring Item can be derived from least of three budgetary quotations / from recently awarded contracts in HAL.

21.12.3 Admin Approval

Admin approval shall be as per DOP, Anx-III (B) (1) (C) and Award of work as per Anx-III (B) (2) (C).

21.12.4 Tendering

a) Tender shall be invited for estimated value as per the admin approval.

b) Evaluation of Turnover and experience shall be based on the maximum value of one event executed by during the previous financial year and same shall be mentioned in the tender.

c) Tender shall be invited based on percentage rate above or below estimated value of work.

21.12.5 TECHNICAL AND PRICE BID EVALUATION TO BE CARRIED OUT IN LINE WITH WORKS PROCEDURE

a) Essential Criteria

i. The agencies shall be from the place where event Management is occurring. In opinion of the Division, agency can be from any part of India/state same shall be considered with the approval of CFA.

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

iii. The agencies should have carried out similar events in any Govt, PSUs or private organizations/individuals during and having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following: -

Note:

Single event means Single largest value of an event operated in the past three years, which shall be part of NIT.

a) Three similar completed works each costing not less than the amount equal to 40% of the maximum value of single event

or

b) Two similar completed works each costing not less than the amount equal to 50% of the maximum value of single event

or

c) One similar completed work costing not less than the amount equal to 80% of the maximum value of single event

Note:

This shall be uploaded with the scanned copies of the work orders/Purchase orders and completion certificate/ Payment receipt details issued by respective clients. If the completion certificate is from Private organization the same shall be uploaded with TDS certificate.

iv. The agencies have to submit an amount of 1% of the estimated amount indicated in the RFQ towards E.M.D in the form of demand Draft or Udhayam registration certificate in line with MSE along with Bid declaration certificate.

b) Other Document to be submitted along with tender

i. Details of ECS viz., Name of the Bank, MICR NO., Branch, Account No. where payments are to be credited.

ii. Copy of PAN.

iii. Certificate of GST registration Number & SAC No.

iv. Annual Turnover for the last 3 years duly certified by auditor.

v. Balance sheet including Profit & Loss statement for the last 3 years.

vi. Constitution and legal status

vii. EMD of required amount in the form of Demand Draft/Bankers Cheque /Pay Order.

viii. Income Tax returns for the last Three Years.

c) Evaluation of technical bid shall be carried at standing screening committee / committee approved by Divisional head.

d) Price bid opening shall be obtained from the divisional head based on committee recommendation.

e) Bidders shall quote in percentage either above or below or equal to the invited estimated rates, which is fixed throughout the contract period. Contract shall be awarded to lowest successful tenderer.

f) Tender condition:

1. An indemnity bond to be furnished by the successful agency on Rs. 200/- stamp paper as per the prescribed format (Annexure-K), indemnifying HAL against all statutory liabilities such as Provident fund, ESI, labour license and applicable GST etc.

2. **Security Deposit:** Security deposit @ 3% on the value of rate contract and no retention money to be deducted from the Bills.

3. Each event along with its scope of work will be informed by OIC/EIC with a minimum time of 24 hours before the date of event. The agency will have to mobilize the necessary resources and items well before the event and set up the facility.

4. The period of completion of each event will be indicated in the work order.

5. Contractor has to submit the delivery challans for the materials & items brought to the site for verification of Engineer- In-Charge/OIC.

6. In case of event gets cancelled due to unavoidable circumstance, HAL will make the best efforts to communicate to the agency at the earliest. In case the agency has already mobilized its resources, payment of compensation for the items brought to the site and work completed/partially completed will be mutually discussed and paid accordingly.

7. **Deviations:** The BOQ quantities are only a indicative. However, these quantities may vary according to the requirement of events. Accordingly, bidders shall quote the percentage.

8. Contractor has to execute the Non tendered items which are not available in the price Bid (BOQ) as per the event requirement. Rate for these Non tendered items will be paid based on the actual expenditure including all taxes. Contractor has to submit tax invoices /vouchers in proof of expenditure.

9. **Payments:** Payment will be released to the contractor after completion of each event within 15 working days from the date of submission of bill duly certified by OIC & EIC.

10. Divisions may include additional conditions or terms as per their requirement with the approval of Divisional Head.

11. Award of work for individual event.

    a) User Department shall send the event request including details of event to the OIC/ EIC well in advance to the date of event. OIC/EIC has to work out the total value of event, based on the tender invited rates with awarded percentage.

    b) EIC/OIC shall issue the work order for the event with the approval of Divisional Head through finance.

    c) Deviations: The BOQ quantities are only an indicative. However, these quantities may vary according to the requirement of events. Approval of CFA to be obtained only in case the cumulative work orders value exceeds the awarded value.

    d) Non-tendered item: In case of requirement of any non-tendered item/s, the rate for the same will be negotiated and finalized by the Engineer-in-charge / OIC with the agency. Separate bill with tax invoices / vouchers will be submitted by agency towards such item/s and the bill will be certified by the Engineer-in-charge and recommended for payment.

e) Penalty, Risk & cost: If the agency fails to mobilize the resources in spite of prior information by HAL for the event, a penalty of 5% of the work order value shall be levied for the event. Further, if agency does not take up the particular event(s), HAL will organize the that event(s) from some other vendor at the risk & cost of contractor and additional cost if any incurred by HAL will be recovered from the amount due to the contractor under this contract or from any other HAL contracts.

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CHAPTER 22

PROCUREMENT OF SERVICES THORUGH GeM PORTAL

22.1 INTRODUCTION TO GEM PORTAL

a) Government e-Market place (GeM) is a National Public Procurement Portal launched to facilitate end-to-end online procurement of common use Goods & Services required by Central and State Government Departments / Organizations / PSUs in a transparent and efficient manner.

b) The purchases through GeM by Government users have been authorized and made mandatory by Ministry of Finance by adding a new Rule No. 149 in the General Financial Rules (GFR), 2017. GeM facilitates seamless process flow and standardized specifications. In continuation Administrative Ministry also insisting for taking up procurement through GeM Portal.

c) The GeM Portal is an evolving Portal coming up with several changes many of them are introduced to address the concerns raised by the Buyers and also many concerns raised by the Sellers. The Portal also introducing several features, Products, Services etc., primarily aiming at enhancement of GeM Portal Procurement.

All the Divisions are required to take up GeM procurement to cater for meeting Goods and Services requirements through GeM Portal as indicated in the following Paras.

22.2 REGISTRATION

22.2.1 Registration of HAL Personnel

The individual Persons should register in GeM Portal as Primary user, Secondary user, Buyer, Consignee, or PAO. For each of these users their designated roles to be performed in GeM Portal are defined. The Primary user has information of all persons registered under them while the other could view the data pertaining to their own transactions.

22.2.2 Onboarding of Existing HAL registered Vendors on GeM Portal

Participation in bidding process requires the sellers to be registered on GeM Portal. Towards this, already registered domestic vendors of HAL shall be actively pursued again to come onboard in the GeM platform to register themselves and participate in the GeM bidding process.

22.3 TYPES OF TENDERS/PROCUREMENT IN GEM PORTAL

a) Direct Purchase (Current value limitation <Rs. 25,000).

b) L1 Direct Purchase (Current value limitation <Rs. 5,00,000)

c) e-Bidding.

d) e-Bidding and Reverse Auction.

e) Proprietary Article Certificate (PAC) Buying.

22.4 GEM-FEATURES

GeM portal is a dynamic system which has extensive features with varying functionalities.

The type of items, valuation limit etc., if applicable, is all clearly defined in the GeM portal. The procurement process in GeM Portal is as per the defined laid down procedure of GeM.

Some of the features in the GeM Portal are in variance with Purchase Manual guide lines as of now. Further these features are being changed/enhanced & new features being introduced in the Portal by GeM authorities from time to time. The features the GeM at present point of time is covered in a nutshell below

a) Mandatory to indicate estimated value of procurement / service in tender.

b) Tender submission time: The GeM Portal generally allows 10 days time for submission of bid. However for Custom Bid Module it allows from 21 days to 45 days. These tender submission times are in variance with Works Manual stipulation.

c) The tenders opening information is available to the concerned Secondary user-Buyer. There is no necessity of two persons authorizing for opening of the bids.

d) The portal has a feature of seeking clarification from vendor against their Quotation.

e) The portal has a feature for vendor to contest technical rejection of the bid, up to slated 48 hours etc. In case any vendor has contested the same to be resolved before taking up of such commercial bid opening.

f) The indication of L1 bidder / and the CST is taken care by the GeM. Initially only value of L1 is shown without name. Only on indicating for further process of such offered Prices, the Portal would disclose the details of L1, L2, L3 etc., along with associated names.

g) The GeM has introduced a new module for negotiation with L1 bidder, where only on case to case after uploading Competent Authority approval Negotiation window gets activated. Post negotiation with vendor which is off line, the bidder has a window to update price either lower or retain the original price. Again this module can be availed to carry on with next round of Negotiation. Such iterations are limited as specified in the module.

h) As a process of issuing bid accepting offer or placing order etc., many a times in GeM Portal it calls for uploading copies of approvals for the same. In those cases the current approval methodology as defined in our regular ordering method need to be considered for seeking approval and then uploading such approvals in the GeM Portal.

i) The Technical acceptance in the GeM portal has to be done by the concerned buyer who has issued the tender. However, the concerned buyer need to down load all the documents and send it to screening committee and get clearance for either seeking clarification or final acceptance. Even clarifications can be sought through GeM Portal. Based on the final report of committee, buyer has to accept/reject offer as per screening committee approval in case of works less than Rs.50 Lakhs of estimated value and Divisional head approval in case of estimated value of work more than Rs.50 Lakhs based on screening committee recommendation.

j) The placement of the GeM contract must happen within lifecycle validity and after expiry the system will not allow to generate the contract. Life cycle validity is 90 days standard including bidding time within which GeM contract to be finalized with due approval from CFA. However, in extreme case the life cycle validity can be extended upto 270 days with appropriate approval from competent authority/GeM department.

k) The consignee also performs the role of acceptance of service. The same is expected to be done by the designated Consignee in GeM based on formal acceptance of service.

l) PAO (Payment Authorizing Officer) designated finance person clears the amount payable in the system, based on which only vendor payment is payable in the Portal information.

m) The vendor rating is only for sellers. However, in GeM the rating system is for both Buyer and service provider and depends on delivery time, payment processing, order processing, etc. Hence HAL being a buyer, the Portal keeps monitoring our action and delays in acceptance and Payments repetitively the buyer will be flagged as Orange or Red, visible to the Seller at the time of bidding. This may have impact on pricing as well number of responses/Bids to be received against our tender.

n) In order to give impetus to MSE procurement, the filter option is provided in GeM while exploration of market to place the PO on direct order upto Rs.25000 / L1 purchase upto Rs. 5 Lakhs. Additionally, in bid stage the procurement can be reserved to MSE and MII and Buyer must select the appropriate option as applicable.

o) The Portal has recently introduced a Custom Bid Module which can be utilized for procurement of services.

p) In addition their exists an RMS-Module (Request Management System), through which also we can take up for inclusion of new Services in GeM Portal.

q) GeM Portal has Incident Management module which can be utilized by the buyer to notify any failure by suppliers/Service providers. Based on such information either vendor will be notified for improving by GeM authority or such vendor will not be allowed for participating in the bidding for slated time period. This feature is like debarring or blacklisting etc., in our current method/Works Manual.

r) Raising complaints in incident management system is a must to ensure GeM Portal takes note of the same and take necessary action. Buyer need to be aware of availability of such feature and use appropriately.

22.5 TERMS & CONDITIONS

a) General Terms & Conditions (GTC): The GTC of the tender are pre fixed by GeM. It is generally getting updated regularly. By issuing a tender buyer automatically attaches this GTC as part of tender and by bidding against the tender the Seller / Bidder automatically complies to the bid, without complying to each and every one of the same. The concerned Buyer before hosting tender need to go through GTC, if felt inadequate to cover additional aspects through tender specific ATC.

b) Special Terms & Conditions (STC): Further, Gem Portal has product specific STC and service specific SLA (Service Level Agreement). These will get automatically attached to bid when tendered. The Buyer need to be aware of the same. If it is felt necessary to add any additional Terms & Conditions same need to be approached through ATC feature.

c) Addition Terms & Conditions Library (ATC Library): GeM based on repeated request from various GeM users, have created an ATC Library which has been after verification / authentication included in the Portal. However these gets attached as specific condition as and when selected for inclusion in the bid. However no approval is required from GeM department unlike in other tender specific ATC.

d) Tender Specific ATC: The buyer can propose ATC (Additional Terms & Conditions) beyond the GTC and ATC Library post issuance of bid. GeM has to provide approval for the same then only it could be included as part of tender through a Corrigendum. In case GeM does not agree for the same it will not be included in tender. In such cases either HAL could process the tender further or take up for retender based on merits of case / urgency of requirement etc.

e) The EMD, Performance Security (In lieu of SD & PBG as per HAL Works Manual), their applicability, value limitation etc., are in variance with our manual. Further the concerned Buyer may make it applicable or otherwise with approvals. Further method of submission of such documents is different from our current guidelines.

f) PBG format of GeM in variance with our current format.

g) Integrity Pact (IP): In GeM procurement either in GTC or in ATC library, IP requirement is not covered. Hence while issuing the tender in GeM Portal where estimated value of procurement is beyond Rs. 5 Crs (or beyond the threshold value indicated by CO), requirement of signing an IP by all the Bidders need to be covered through ATC and we should ensure this requirement gets approved by GeM authority and covered in a Corrigendum. And it should also be mentioned in ATC indicating that the Bidder to sign and upload as part of their Offer. All other aspects pertaining to IP related aspects including non-submission of IP, Periodical submission of reports etc., are to be dealt in line with IP related circulars issued by CO.

22.6 ADDITIONAL GUIDELINES

a) The above indicated features are as available in the GeM Portal and not exhaustive / complete, as understood and as stated in earlier Paras. GeM Portal is an evolving

portal coming out with substantial changes to facilitate higher participation in tender, better price discovery. However all such changes are generally in line with existing GFR/DoE guide line etc.,

b) Accordingly the concerned tendering groups and associated departments would adopt the feature of GeM for taking up those procurements. Many of these may not be in synchronization with the stipulations covered on those specific issues elsewhere in the Works Manual.

c) It is pertinent to note that, price discovery in GeM Portal will be based on the vendors registered in the portal and participated in the bidding. However, before accepting the L1 offer for considering for awarding the contract, the buyer need to ascertain reasonableness of the prices based on HAL's estimated Price or Market rate analysis, etc., and consider for progressing further. Where ever it is felt necessary even the negotiation tool need to be availed, it can availed for price negotiation. In case even after all such efforts are not still finding reasonableness of prices, the case may have to be taken up for fresh round of tendering/bidding on the merit of the case.

d) The Buyer and all other associated departments need to be continuously going through the GeM Portal and enhance their usage of this Portal to become fully aware of its feature, developments and utilize this knowledge to aim at enhancing procurement through GeM, identification of new products, sources at more economical prices.

e) Parallel any information on introduction of new feature etc., if received either from GeM or Ministry the same would be circulated to all Divisions for understanding and effective utilization of the same. Notwithstanding since such information may not be complete, in the interest of effective utilization of GeM Portal all the Primary and Secondary users / User Dept. etc., need to be regularly working on Gem Portal to understand latest developments.

f) Divisions shall ensure that their officers concerned are familiar with the functionalities & features available in GeM portal. Officers concerned shall also periodically check the GeM portal for new features introduced latest developments and enhance their usage of the portal to fully appreciate its features and tapping its full potential towards identification of new products, enhancing procurements through GeM, sourcing at competitive prices. Training modules aided by extensive resources are available in the GeM portal. Divisions are advised to make use of the same.

g) Many of the feature in GeM become more user friendly for display and information when the person logs in GeM Portal and perform the role instead of outside search without login. Hence it is suggested that all the officers involved in procurement items/ services need to register themselves as Secondary User, Buyer, Consignee, PAO etc., as appropriate and start using the Portal for effective utilization of the same.

h) All the Buyer groups and all Indented / User Dept. etc., need to aim at enhancing procurement through GeM Portal with an objective to enhance the competition, better price discovery and faster process of placement PO & Monitoring of Post Contract activities.

22.7 CLARIFICATIONS/ GRIEVANCES

For any clarifications/issues related to GeM procurement buyers can take up such issues with GeM Help Desk. The maximum permissible time for resolving the issues would be 48 hours. In case after 48 hours the issue is not resolved by Helpdesk user can directly contact the next level through email. It is mandatory to indicate the CRM ticket number while taking up the unresolved issues with help desk. In those cases help also could be sought from designated Business Facilitator of GeM in our area, to address our issues.

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PROCEDURE FOR TENDERING & AWARDING OF SERVICE CONTRACTS THROUGH GEM PORTAL

*Respective Divisions will obtain the Admin Approval as per DOP for tendering the services through GeM under custom Bid

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* Preparation of Tender Document

Tender Document can be prepared in line with HAL terms and conditions.

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* Appropriate Technical Authority (ATA) approval for Tender document

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* Hosting of Tender document on GeM Portal under standard service / custom Bid

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* Opening of Technical Bid

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* Downloading of credentials of responded agencies for Technical Evaluation by the respective Divisions

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* Tenders upto Rs.50.00 lakhs: Respective Divisions Technical Evaluation Committee as detailed below shall scrutinise the responded agencies credentials with respect to the parameters asked in the tender and committee is competent authority to accord approval for those agencies who are found eligible for opening of price bids and to reject who are found not eligible.
* Tenders more than Rs.50.00 lakhs: Respective Divisions Technical Evaluation Committee as detailed below shall scrutinise the responded agencies credentials with respect to the parameters asked in the tender and put-up their recommendation to Head of the division for approval through associated finance for those agencies who are found eligible for opening of price bids and to reject who are found not eligible.

TECHNICAL EVALUATION COMMITTEE: Committee shall be constituted with the approval of Divisional Head.

Chairman: Head of User Dept. / Plant Maintenance Dept. of Division /Appropriate Technical Authority,

Member: One member from user/ Plant Maintenance Dept,

Member Secretary: Head of Tendering Section / Head of Contract Section,

Co-opted Members -Chairman of the committee can Co-opt the Members if required.

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* Opening of price bid of eligible Agencies

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Based on reasonability of L1 offer, HAL may call for Price Negotiation / E Reverse Auction as per GeM procedure

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Price Negotiation committee may be formed in line with Annexure-V of DOP 2018

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Based on reasonability of L1 offer, PNC will recommend for award / Cancellation / retender

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* Obtaining approval of CFA for placement of PO

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* Placement of PO on L1 agency on fulfilling of GeM terms and conditions

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,	:
	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 Officer should bear in mind in planning the works such as the need for future expansion, addition of another floor etc.	:

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

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.

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		
Add 10/5% contingencies & 2% supervision		……..	
Add appropriate percentage for consultancy services wherever required		……..	
	Grand Total	Rs.	

APPROXIMATE COST ESTIMATE FOR CIVIL WORKS

FOR .....

Sl. No.	Description	Brief Specification	Qty	Rate	Amount	Remarks
		SPECIMEN ENTRIES				
1.	Building No.1 Plinth Area 1000 M2	Foundation & Plinth PCC with SS/ RR masonry in CM for panel wall. RCC footing for RCC columns for main structures. Anti-termite treatment for foundation. Super Structure: RCC columns and Brick masonry in C.M. panel walls. Roof: RCC roof with RCC beams, water proofing. Floor: Mosaic flooring for main rooms and CC flooring for balance areas. Doors: Flush doors / panel doors with TW frame work. Windows: Steel windows and ventilators. Internal water supply & sanitary works. Finish: Inside painted with oil bound distemper and outside with snowcem. Internal Illumination	1000 M2 1000 M2			
				Total	_____	
					Rs. Lakhs_____	

REVENUE ADMINISTRATIVE APPROVAL

1.	Revenue Administrative Approval No.	:		
	Date	:		
2.	Description of work	:		
3.	Year of sanction and total amount sanctioned in performance budget	:	Year ……	Rs. ……
4.	Amount approved for subject work	:	Rs. ……	
5.	Total amount approved to date	:	Rs. ……	
6.	Balance available (3 -5)	:	Rs. ……	
7.	Authority competent to accord administrative approval	:	Rs. ……	
8.	Authority competent to accord financial concurrence	:	Rs. ……	
9.	Experience chargeable to (Dept & S. O.)	:		

Proposed and Technically Cleared by:	Financial Concurrence By: (wherever Required)	Administrative approval accorded by:

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

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

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 distempered			
c. Area to be painted in oil			
d. Etc.			

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

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 Commen-cement	Date of comple-tion as per work order	% of Progress as an	Amou-nt paid as on -----	Remarks
1	2	3	4	5	6	7	8	9	10

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 submissi-on 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

[WITH EXAMPLES]

INDICATIVE ASSESSMENT OF ELIGIBILITY FOR DESIGN & EXECUTION CONTRACT

(E.g.: Consider Four bidders X, Y, Z & P quoting for a Project of Rs. 500 Lakhs)

[The same can be modified to suit the Design Consultancy Contract]

Technical Evaluation of the Bids is as under:

Sl. No.	Capability to be evaluated	Evaluation Criteria	Max. Marks	Min. Marks	Marks Obtained by Agencies M/s			
					X	Y	Z	P
A	Company Profile [Core Parameters]							
1.	Nature of Organization	(a) Govt. / Public Limited Company (b) Private Limited Company (c) Partnership Company (d) Single Ownership	3 2 1 1	1	1	2	1	3
2.	Organization standing	(a) 15 years and above (b) Less than 15 yrs	2 1	1	1	2	1	2
3	Average Annual Turnover for last three years	(a) More than Estimated value (b) 50 % of the Estimated value (c) 30 % of the Estimated value	5 3 2	2	2	3	2	5
4.	Experience in similar projects for last 7 Years	Similar Nature of work as defined in the NIT to be listed For example (a) No. of 80% single value of works –1 work OR No. of 50% single value of works –2 works OR No. of 40% single value of works – 3 works B) Any additional work more than 80% ------ 2 Mark each C) Any additional work more than 50% ------ 1 Mark each D) Any additional work more than 40% ------ 0.5 Mark each Note:- B to D subject to maximum 6 Marks	4 6	4	6	8	6	10
5.	Bid-Capacity	(a) If qualified (b) 1.5 times more than required (c) Above 2 times than required	4 7 10	4	5	7	5	2
		A Total =	30	12	15	22	15	22
B	Technical Evaluation [Parameters & Marks are indicative and should be modified to suit the project]							

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 disciplines Contractor shall submit full details of his planning / design wing including list of Architects & Officers 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 [Parameters & Marks are indicative] 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 Rs.	Assessment with 40% weightage	Ranking
1.	X	535 Lakhs	515/535 x 100 X 0.4 = 38.50	P3
2.	Y	555 Lakhs	515/555 x 100 x 0.4 = 37.12	P4
3.	Z	520 Lakhs	515/520 x 100 x 0.4 = 39.62	P2
4.	P	515 Lakhs	515/515 x 100 x 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 Rs. 100 Lakhs.

Technical bid evaluation shall be as under:

Sl. No.	Bidder	Assume Technical Evaluation Marks	Assessment	Ranking
1.	B1	55	55 x 0.6 = 33	T4

2.	B2	70	70 x 0.6 = 42	T1
3.	B3	65	65 x 0.6 = 39	T2
4.	B4	50	50 x 0.6 = 30	T3

Financial bid evaluation shall be as under

Sl. No.	Bidder	Assumed Quoted Value	Assessment	Ranking
1.	B1	125 Lakhs		P2
2.	B2	140 Lakhs	115/140 x 100 x 0.4 = 32.86	P3
3.	B3	150 Lakhs	115/150 x 100 x 0.4 = 30.67	P4
4.	B4	115 Lakhs	115/115 x 100 x 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 x 0.7 = 41.3	T4
2.	Y	74	74 x 0.7 = 51.8	T1
3.	Z	60	60 x 0.7 = 42.0	T3
4.	P	72	72 x 0.7 = 50.4	T2

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

Sl. No.	Agency	Assumed Quoted Value in Rs.	Assessment with 30% weightage	Ranking
1.	X	53.5 Lakhs	51.5/53.5 x 100 X 0.3 = 28.88	P3
2.	Y	55.5 Lakhs	51.5/55.5 x 100 x 0.3 = 27.84	P4
3.	Z	52.0 Lakhs	51.5/52.0 x 100 x 0.3 = 29.71	P2
4.	P	51.5 Lakhs	51.5/51.5 x 100 x 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 x 0.7 = 38.5	T4
2.	B2	70	70 x 0.7 = 49.0	T1
3.	B3	65	65 x 0.7 = 45.5	T2
4.	B4	50	50 x 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 x 100 X 0.3 = 27.60	P2
2.	B2	140 Lakhs	115/140 x 100 x 0.3 = 24.64	P3
3.	B3	150 Lakhs	115/150 x 100 x 0.3 = 23.00	P4
4.	B4	115 Lakhs	115/115 x 100 x 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.

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, jails, 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			
DATE : SHIFT :		FLOOR :	
SL. NO	ACTIVITY	STATUS	REMARKS
	WORK STATION		
1	TABLE TOP		
2	CUPBOARDS		
3	W/S SIDE PARTITION		
4	CHAIRS		
5	DUSTBINS		
	REST ROOM - MEN'S		
1	URINAL TUBS		
2	W/C COMOD		
3	W/C SEAT/COVERS		
4	WASHBASIN		
5	MIRROR		
6	WALL TILES		
7	FLOOR TILES		
8	DOORS		
	REST ROOM - WOMEN'S		
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	Descale 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 INDICATIVE

Check List for Gents / Ladies Toilet

Clean Areas	Method	Items to use	Check time								
			0700	0900	1100	1300	1500	1700	1900	2100	Remarks
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 refreshener	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								
			0700	0900	1100	1300	1500	1700	1900	2100	Remarks
Mirror / frame	Dust / wet wipe	Dry & wet cloth									
Mirror	Sprinkle colin & wipe	Colin & paper									
Waste bin	Wash & dry wipe	Insert 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

Toilets 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 towards & ICCU

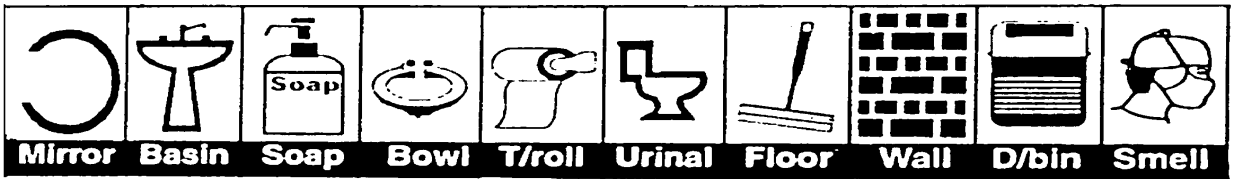
Garbage Bins are closed 3 in a day

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 Remarks

HK Supervisor HK Boy

Time		
7:00 AM		
9:00 AM		
11:00 AM		
1:00 PM		
3:00 PM		
5:00 PM		
7:00 PM		
9:00 PM		

H K SUPERVISOR EXECUTIVE

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

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		

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 Officer-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
					1.	Equipment, quantity and quality of Chemicals used.
					2.	Applies cleaning techniques effectively.
					3.	Determines the care required to accomplish tasks appropriately.
4	3	2	1	NA	B.	PRODUCTIVITY
					1.	Completes work as per time schedule.
					2.	Maintains well-organized work.
					3.	Maintains cleaning schedules.
					4.	Have necessary tools and supplies on hand to complete duties.
					5.	Workmanship and supervision.
4	3	2	1	NA	C.	QUALITY
					1.	Completion of work to departmental standards.
					2.	Maintains consistent daily performance level.
					3.	Maintains cleaning schedules.
4	3	2	1	NA	D.	INITIATIVE
					1.	Tendency to suggest alternative ways to improve operations.
					2.	Willingly accepts new works.
					3.	Resourcefully meets exception to routine job.
					4.	Reports problems and special conditions to Office.
					5.	Attitude towards settlement of disputes & differences
4	3	2	1	NA	E.	SAFETY
					1.	Complies with department regulations.
					2.	Is concerned with safety of self and others.
					3.	Properly uses cleaning chemicals and equipment.
					4.	Wears appropriate attire for working conditions.
4	3	2	1	NA	F.	EQUIPMENT AND SUPPLIES
					1.	Properly cares for and maintains equipment.
					2.	Maintains adequate inventory of supplies.
4	3	2	1	NA	G	INTERPERSONAL SKILLS
					1.	Labour relations and Facilities
					2.	Cooperates with others to achieve common objectives
					3.	Interacts with others with tact and courtesy
					4.	Accepts constructive criticism and instruction in a co-operative manner.
					5.	Personal Grooming / Hygiene
4	3	2	1	NA	I.	OTHER
					1.	Meets attendance standards
					2.	Meets punctuality standards
					3.	Complies with departmental policies
					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 Officer-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 Officer-in-charge Date

SECTION 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 Officer-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 Officer-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.

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.: (if any)…… except as included in the FINAL BILL and Refundable amount of Security Deposit/Performance Guarantee Deposit if any

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

For M/s ……..

Place: ……..

(Signature with Date and Seal)

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)]

(1) 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 2022

Year 2019-2020 - Turnover ₹_____ Lakhs

Year 2020-2021 - Turnover ₹_____ Lakhs

Year 2021-2022 - Turnover ₹_____ Lakhs

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

(2) 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 Officers and Officers for Design Allied Services

(a) Competent Architects : _____ Nos.

(b) Structural Design Officers : _____ Nos.

(c) Officers 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.

TO BE EXECUTED ON STAMP PAPER OF VALUE RS.200/-

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 Rs. _____ (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 there under from time to time.

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

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

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

WITNESSES CONTRACTOR

1.

2. NOTARY

INTEGRITY PACT

a. Bidder can select either or Omnibus Integrity pact (Annexure-I) or standalone Integrity pact (Annexure-II) for signing with HAL.

b. In case the vendor/Bidder has already signed Omnibus Integrity pact with any Divisions of HAL and same is valid then they can enclose a copy of the same against this tender, instead of signing fresh integrity pact, by providing the details such as date of signing, validity, Division, etc.,

c. Standalone Integrity pact or Omnibus Integrity pact is applicable to the individual entity / firm who have signed the IP. These IP will not be made applicable for other companies of that group or as a group companies. Each individual entity / firm should sign separate IP.

d. In case, the validity of Omnibus Integrity pact expired before opening of the bids (first bid), then the concerned Division who received the quotation should sign a fresh IP (either standalone Integrity pact or Omnibus Integrity pact) with vendor, in case the validity of Omnibus Integrity pact not executed by the vendor

(This is to be executed on Rs.200/- non judicial stamp paper and to be uploaded along with the other documents. Please note original to be sent along with the EMD and tender cost to HAL.)

Annexure-I

OMNIBUS INTEGRITY PACT

Tender Ref. No. & Date:……

Integrity Pact (Omnibus)

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

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(s)/Seller(s) and the second party, is willing to offer/ has offered the Goods and/ or Services and / or Works.

2. Whereas the Bidder(s)/Seller(s) 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.Buyer and Bidder(s)/Seller(s) shall hereinafter be individually referred to as "Party" or collectively as the "Parties", as the context may require.

3. Preamble

3.1 Buyer proposes to procure herein referred Goods/ or Services and / or Work sand the Bidder(s)/Seller(s) is willing to offer / has offered / will offer the Goods/ or Services and / or Works under laid down organizational procedures intending to enter into contract/s for supply of/ Goods / etc of all such items/products/Good sand / or Services and / or Works including ……and the Bidder(s)/Seller(s) is one amongst several Bidders/ Proprietary Vendor/Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process.

3.2 Buyer has decided that an Omnibus Integrity Pact (Omnibus IP) can be signed with Bidder(s)/Seller(s), which will avoid taking multiple approvals, from both sides for signing IP for individual tender / contract. Bidder(s)/Seller(s) and Buyer are entering into this Omnibus IP for covering all tenders / contract / agreements / Purchase Order etc., between the Bidder(s)/Seller(s) and Buyer within its ambit.

3.3 The Buyer values and takes primary responsibility for 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).

3.4 In order to achieve these goals, the Buyer has appointed 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 fraudulent practices 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 Indian legislation, Prevention of Corruption Act 1988as amended from time to time 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 Bidder(s)/Seller(s) 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 Indian legislation, Prevention of Corruption Act 1988as amended from time to time. 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 Adoption of IP by Joint Ventures/Sub-Contractors:

i) In case the Bidder(s)/ Seller(s) is a Joint Venture, then all the Partners of the Joint Venture should sign this Integrity Pact. The Bidder(s) / Seller(s) shall ensure the compliance of the provisions of this Integrity Pact by all its Joint Venture Partners. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions of IP by any one or more of its Partners.

ii) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Omnibus IP by its sub-contractor(s), if any. In this regard Bidder(s)/Seller(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-contractor(s) before entering into any specific sub contractual arrangement, in connection with execution of main contract with HAL. The Integrity Pact shall be generally executed in all such cases where the value of sub contract works is Rs.2 Crores (equivalent to MUSD 0.25) and above, the content of IP can be decided by Bidder(s)/Seller(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s)/Seller(s) and shall be submitted to HAL, upon seeking such information. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions by its sub-contractor(s).

5.3 The Bidder(s)/Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission:

The Seller(s)/Bidder(s)confirms and declares to the Buyer that the Seller(s)/Bidder(s) is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the Goods and/ or Services and / or Works referred to in tender / offer / contract / Purchase order to which this Omnibus IP applies and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender /contract / purchase order to the Seller(s)/Bidder(s); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller(s)/Bidder(s)agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller(s)/Bidder(s)has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of the respective contract / purchase order, the Seller(s)/Bidder(s)will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller(s)/Bidder(s)who shall in such event be liable to refund to the buyer, all Agency Commission payments made by the Seller(s)/ Bidder(s)along with interest at the rate of 2% per annum above LIBOR (London Inter Bank

Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder(s)/Seller(s) declares that no previous transgressions have occurred in the last three years from the signing of the Omnibus IP with any other company in any country conforming to the anticorruption 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(s)/Seller(s) makes incorrect statement on this subject, Bidder(s)/Seller(s) 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

Bidder(s)/Seller(s) 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

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5& Clause 6, 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(s)/Seller(s) in the tender process& exclusion from future contracts.

ii) To debar the Bidder(s)/Seller(s) from entering into any bid from Buyer for a period of two years.

iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder(s)/Seller(s) for damages, if any. Subject to Clause 5.4,any lawful payment due to the Bidder(s)/Seller(s) 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(s)/Seller(s) to the extent of the undelivered Goods and/ or Services and / or Works.

8.2 If the Buyer obtains knowledge of conduct of a Bidder(s)/Seller(s) or of an employee or a representative or an associate of a Bidder(s)/Seller(s) 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(s)/Seller(s), in order to recover the payments, already made by the Buyer for undelivered Goods and/ or Services and / or Works.

9.3 The Bidder(s)/Seller(s) shall also be liable to refund to the Buyer, the Agency Commission / payments made by the Seller(s) / Bidder(s)along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).

9.4 In case of occurrence of violation of any clause of this Omnibus IP then the amount due under this Omnibus IP can be recovered by the Buyer from any Contract/Agreement signed with the Bidder(s)/Seller(s) to which this Omnibus IP is applicable.

10. Independent External Monitor(s)

a.1 The Buyer has appointed Independent External Monitor(s) for this Omnibus IP in consultation with the Central Vigilance Commission.

10.2 As soon as the Omnibus Integrity Pact is signed, the Buyer shall furnish a brief background of the case to the Independent External Monitor(s).

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 Monitor(s).Further, after the award of work, as also, during execution of the contract, any issue specifically raised before the IEMs shall be looked into by the panel of IEMs.

10.4 If any complaint with regard to violation of the Omnibus IP is received by the Buyer in a procurement case, the Buyer shall refer the complaint to the Independent External Monitor(s) for their comments / enquiry.

10.5 If the Independent External Monitor(s) 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 Monitor(s), in accordance with the CVC guidelines.

10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL as far as possible within 2 weeks, but not more than 30 days for a final and appropriate decision in the matter keeping in view the provision of this Omnibus IP.

11. Law and Place of Jurisdiction

This Omnibus IP is subject to Indian Laws and exclusive Jurisdiction of Courts at Bangalore, India.

12. Other Legal Actions

The actions stipulated in this Omnibus IP 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. Omnibus IP Duration

13.1 This Omnibus IP shall come into force from the date when both parties have legally signed it and the validity of this Omnibus IP shall be for ------- (upto 5 years) with applicability to all tenders /orders /contracts /agreements which are executed by the respective Bidder/ tender issued/executed during the existence of this Omnibus IP.

13.2 In addition to above, the validity of the Omnibus IP for respective Tender/order/contract/ agreement shall remain valid upto six months from declaration of unsuccessful Bidder. Further, for successful Bidder, validity of this IP shall survive upto12 months from making last payment w.r.t the respective Tender/order/contract/agreement.

13.3 Further, if the Contract/Agreement covered under this Omnibus IP is extended/renewed for any period then this Omnibus IP shall also be deemed extended/renewed for such period of extension/renewal.

13.4 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Omnibus IP as specified above, unless it is discharged / determined by CMD, HAL.

13.5 Should one or several provisions of this Omnibus IP turn out to be invalid, the remainder of this Omnibus IP 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 The Bidder(s)/Seller(s) signing this Omnibus IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

14.3 In view of the nature of this Omnibus IP, this Omnibus IP shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Omnibus IP shall be deemed to assure the Bidder(s)/Seller(s) of any success or otherwise in the tendering process.

15. This Omnibus IPis signed with HAL exclusively and hence shall not be treated as precedence for signing of Integrity Pact / Omnibus IP with MoD or any other Organization.

16. The Parties hereby sign this Omnibus IPat_____on_____{Bidder(s)/ Seller(s)} and at _____on_____ (Buyer)

BUYER	BIDDER / SELLER
Signature:	Signature:
Executive Director/General Manager	Authorized Signatory (*) (β)
Hindustan Aeronautics Ltd.,	……Division
Date:	Date:
Stamp:	Stamp:

Witness	Witness
1._____	1._____
_____	_____
2._____	2._____
_____	_____

(*) – Authorized signatory of the company / authorized person who has signed the offer.

(β) – In case the Bidder(s)/Seller(s) is a Joint Venture, all the Partners of Joint Venture should sign this Integrity Pact (Indicating Name, Designation of the respective persons)

(This is to be executed on Rs.200/- non judicial stamp paper and to be uploaded along with the other documents. Please note original to be sent along with the EMD and tender cost to HAL.)

Annexure-II

STANDALONE INTEGRITY PACT

Tender Ref. No. & Date:…….

Integrity Pact (Standalone)

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

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(s)/ Seller(s) and the second party, is willing to offer/ has offered the Goods and / or Services and / or Works.

2. Whereas the Bidder(s) / Seller(s) 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. Buyer and Bidder(s)/Seller(s) shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

3.1 Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply of Goods / Services / Works etc of …… …… and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process.

3.2 The Buyer values and takes primary responsibility for 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).

3.3 In order to achieve these goals, the Buyer has appointed Independent External Monitor(s) (IEMs) 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 fraudulent practices 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 Indian legislation Prevention of Corruption Act 1988 as amended from time to time 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 Bidder(s) / Seller(s) 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 Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. 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 Adoption of IP by Joint Ventures/Sub-Contractors:

i) In case the Bidder(s)/ Seller(s) is a Joint Venture, then all the Partners of the Joint Venture should sign this Integrity Pact. The Bidder(s) / Seller(s) shall ensure the compliance of the provisions of this Integrity Pact by all its Joint Venture Partners.

Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions of IP by any one or more of its Partners.

ii) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by sub-contractor(s), if any. In this regard Bidder(s)/Seller(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-contractor(s) before entering into any specific sub contractual arrangement, in connection with execution of main contract with HAL. The Integrity Pact shall be generally executed in all such cases where the value of sub contract works is Rs.2 Crores (equivalent to MUSD 0.25) and above, the content of IP can be decided by Bidder(s)/Seller(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s)/Seller(s) and shall be submitted to HAL, upon seeking such information. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions by its sub-contractor(s). In case of sub-contractor(s), the Integrity Pact will be a tri-partite arrangement to be signed by the Buyer, Bidder(s)/Seller(s) & Sub-contractor(s).

5.3 The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission:

The Seller(s)/Bidder(s) confirms and declares to the buyer that the Seller(s)/Bidder(s) is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the Goods and / or Services and / or Works referred to in this tender / offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller(s)/Bidder(s); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller(s)/Bidder(s) agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller(s)/Bidder(s) has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller(s)/Bidder(s) will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller(s)/Bidder(s) who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller(s)/Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the

right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder(s)/Seller(s) declares that no previous transgressions have occurred in the last three years and no pending transgressions for conclusions even before the last three years from the date of signing of this Integrity Pact 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(s)/Seller(s) makes incorrect statement on this subject, Bidder(s)/Seller(s) 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

Bidder(s)/Seller(s) 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

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5 & Clause 6, 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(s)/ Seller(s) with the tender process & exclusion from future contracts.

ii) To debar the Bidder(s)/ Seller(s) from entering into any bid from Buyer for a period of two years.

iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder(s)/Seller(s) for damages, if any. Subject to Clause 5.4 any lawful payment due to the Bidder(s)/Seller(s) 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(s)/Seller(s) to the extent of the undelivered Goods and / or Services and / or Works.

8.2 If the Buyer obtains knowledge of conduct of a Bidder(s)/Seller(s) or of an employee or a representative or an associate of a Bidder(s)/Seller(s) which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9.0 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(s)/Seller(s), in order to recover the payments, already made by the Buyer for undelivered Goods and / or Services and / or Works.

9.3 The Bidder(s)/Seller(s) shall also be liable to refund to the Buyer, the Agency Commission / payments made by the Seller(s) / Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).

10.0 Independent External Monitor(s)

10.1 The Buyer has appointed Independent External Monitor(s) for this Integrity Pact in consultation with the Central Vigilance Commission.

10.2 As soon as the Integrity Pact is signed, the Buyer shall furnish a brief background of the case to the Independent External Monitor(s).

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 Monitor(s). Further, after the award of work, as also, during execution of the contract, any issue specifically raised before the IEMs shall be looked into by the panel of IEMs.

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 Monitor(s) for their comments / enquiry.

10.5 If the Independent External Monitor(s) 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 Monitor(s), in accordance with the CVC guidelines.

10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL as far as possible within 2 weeks, but not more than 30 days, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Bangalore, India.

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. Integrity Pact Duration

13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder(s)/Seller(s) 12 months after the last payment under the contract, and for

all other unsuccessful Bidder(s)/Seller(s) within 6 months from date of placement of order / finalization of contract against this tender.

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 Integrity Pact as specified above, unless it is discharged / determined by CMD, HAL.

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity 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 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

14.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder(s)/ Seller(s) 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 _____ {Bidder(s)/ Seller(s)} and at _____on_____ (Buyer)

BUYER	BIDDER / SELLER
Signature:	Signature:
Executive Director/General Manager	Authorized Signatory (*) (β)
Hindustan Aeronautics Ltd.,	
……Division	
Date:	Date:
Stamp:	Stamp:
Witness	Witness:
1. _____	1._____
_____	_____
2. _____	2._____
_____	_____

(*) – Authorized signatory of the company / authorized person who has signed the offer.

(β) – In case the Bidder(s)/Seller(s) is a Joint Venture, all the Partners of Joint Venture should sign this Integrity Pact (Indicating Name, Designation of the respective persons)

(α) In case of sub-contractor(s), the Integrity Pact will be a tri-partite arrangement, Bidder(s) / Seller(s) along with their sub-contractor should sign this Integrity Pact (Indicating Name, Designation of the respective person).

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

CHECK POINTS TO ACHIEVE SECURITY CONSIDERATIONS IN E-PROCUREMENT SOLUTIONS

Sl. No.	Security Considerations	Please tick	
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 Tender 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 Tender 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

(ON NON JUDICIAL STAMP PAPER OF THE VALUE OF RS.200)

FORMAT OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

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

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

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

We,_____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions

of the said Agreement/Contract/Order or to extend time of performance by the said contractor/ supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said Contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement/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 contactor(s)/ Supplier(s) or Bank shall not discharge the Bank of its liability under this deed.

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

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

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

FORMAT OF 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

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:

(ON NON JUDICIAL STAMP PAPER OF THE VALUE OF RS.200)

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 Rs. / Foreign Currency)(_____ _____ Only), We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ _____ [contractor/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to/ suffered by HAL by reason of any breach by the said Contractor/ supplier(s) of any of the terms or conditions contained in the said Agreement/Contract/ Order.

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

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

3. 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 contactor(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).

STATEMENT OF DEVIATIONS FOR APPROVAL IN PRINCIPLE

NAME OF WORK: CONTRACT NO:

Original date of Completion: Contract Amount : Rs.

Financial effect of Previous D.O's :

Extended date of completion: Deviation Limit :

Present D.O's :

Sl. No.	Sl. No. Of Schedule 'A' and item	Description of change and approximate financial effect	Full reasons for proposed Deviation	Whether the Work: Awaits appl. In principle Is in progress or 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 extn. Involved owing to Deviations
(1)	(2)	(3	(4	(5)	(6)	(7)	(8)

FORMAT FOR FORCE MAJEURE CLAUSE

FORCE MAJEURE:

Conditions beyond control of either parties like war, fighting, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 15 (fifteen) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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 Officer 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 Officer 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 Officer.

e. If no notice is issued by either party regarding the event within 15 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

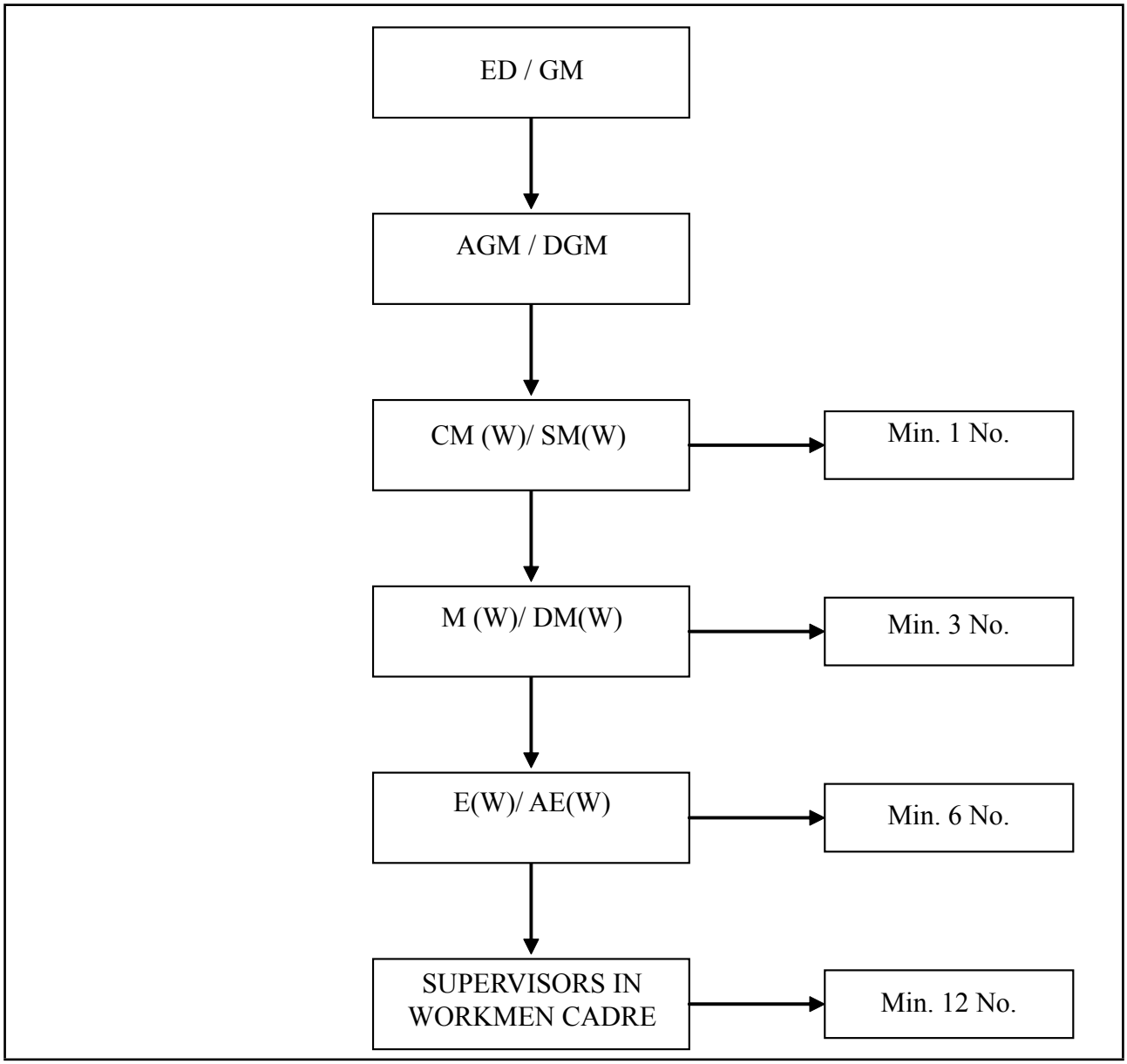
ORGANIZATIONAL CHART

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/ CEO of the Complex. The executives/ supervisors may be decided in accordance with the quantum of work.

1. 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

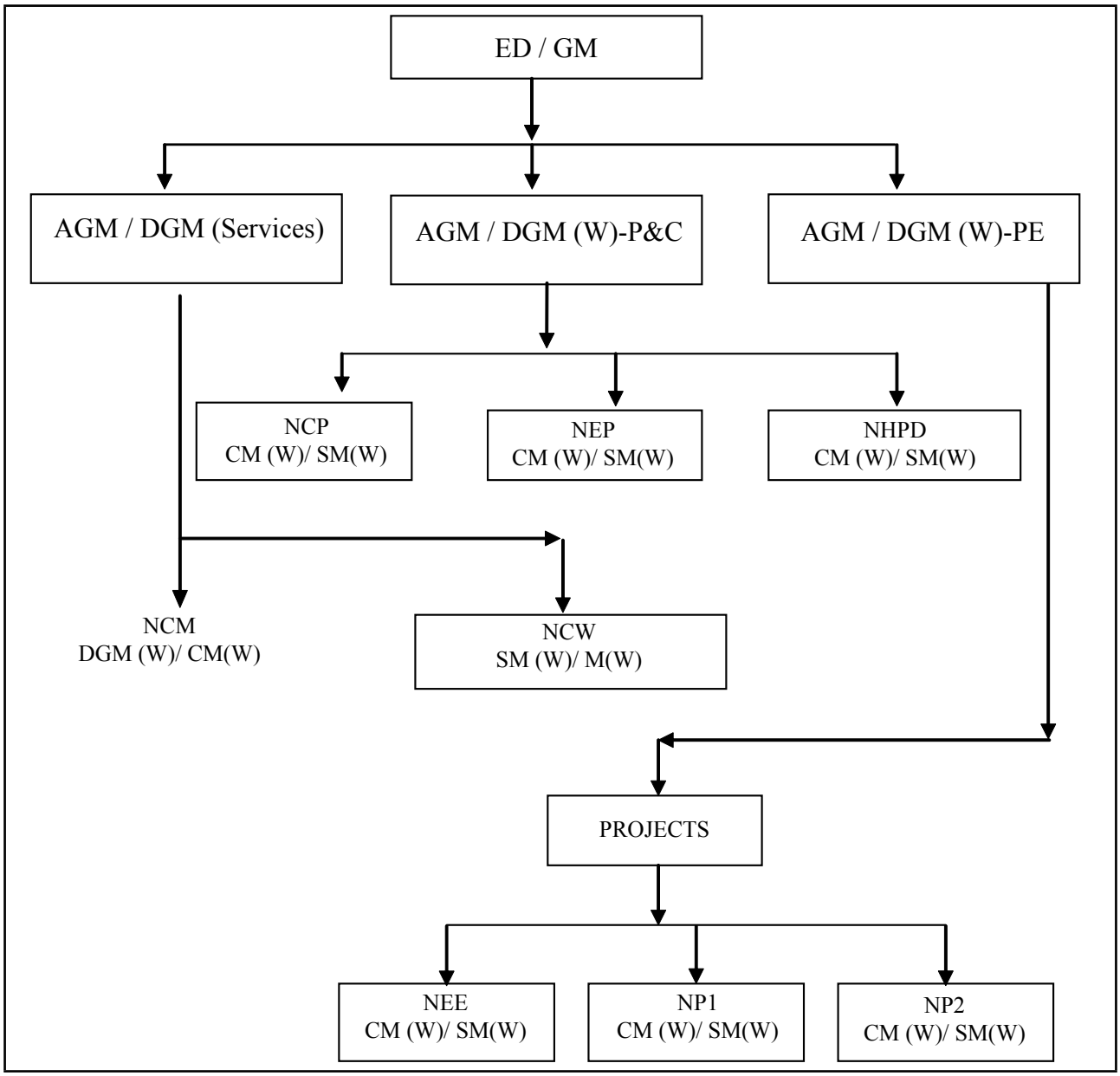
FOR ROUTINE MAINTENANCE OF FACTORY/ TOWNSHIP



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 Rs. 100 Lakhs per annum.

ORGANIZATIONAL CHART FOR FMD WORKS

1. FMD:



The above organizational chart for FMD is minimum. 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 Rs. 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 Officer 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 or 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 Officer'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 / Officer'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 Officer. If the above are not fully taken care of the Officer 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 Officer.

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 Officer 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 OFFICER – 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 Officer 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

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

AGREEMENT

CONTRACT No. –

CONTRACT FOR –

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

here in after refered to as called the "Contractor" (Which expression shall include its successors in-interest, executors and administrators, where ever the contex or meaning 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 _____ accepted 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 Rs. _____ (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 witness 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 resolved or adjusted as provided in the Gec or the sec as the case may be.

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 witness 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. Subject to all dispute resolution provisions of the GCC and/or SCC as the case may be, cause of action for any dispute hereunder shall be deemed to have taken place in Bengaluru Urban, and the courts in Bangalore city alone shall have jurisdiction.

In Witness Whereof the said parties here to have here unto set their hands.

For HINDUSTAN AERONAUTICS LIMITED

(_____ Complex)

GENERAL MANAGER

_____ DIVISION

SIGNATURE OF CONTRACTOR/s

Witnesses;

1.

2.

Witnesses;

1.

2.

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF VALUE OF Rs. 200/- BEFORE PAYMENT OF FINAL BILL)

AMENDMENT TO CONTRACT AGREEMENT

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

NAME OF WORK: …… ……
……

1. WHEREAS on …….. An agreement has been entered into between M/s. …….. (here in after 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 Rs..…….. accepted in Acceptance Letter No. FM/1023/…… Dated:…… has been altered to Rs..…… (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 Rs._____ 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 inforce 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: WITNESSES:

1. 1.

2. 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 / GST /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:…… .

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 Officer-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 T & P	NA	4	3	2	1
1.	Earth moving equipment like excavation etc.					
2.	Equipment for hoisting & lifting like hoist, crane etc.					

3.	Equipment for concrete work like batching plant / RMC / concrete pump, concrete transit mixer, concrete mixer, vibrator (Needle / Table) etc.					
4.	Equipment for building work like bar bending machine, wood thickness planks, Drilling machine, concrete cutting machine, welding sets / generators, steel shuttering, steel scaffolding.					
5.	Equipment for road work like road rollers, bitumen paver, hot mix plant, spreaders, earth rammers, vibratory road rollers etc.					
6.	Equipment for transportation like tippers, tracks etc.					
7.	Other equipments like Air compressors, pumps, generators etc.					

B.	Mobilization of man power	NA	4	3	2	1
1.	Unskilled labour					
2.	Semi skilled / skilled labour like carpenters, barbenders, welders, etc.					
3.	Supervisory staff					
4.	Officers Diploma / Graduates					

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 .	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 Officer-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 Officer-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 Officer-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 Officer-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.

APPLICATION FOR REGISTRATION OF CONTRACTORS (<1.0 CRORE)

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:

Cate-gory	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
1	2	3			4	5
		THREE Works of each [in Lakh]	TWO Works of each [in Lakh]	ONE work of [in Lakh]	[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 Officer/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.

VI. 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.

VII. 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.

i) 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 3 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 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)

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, GST, 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 RS 1.0 CRORE)

SL. No.	(Office use only)	Category applied -

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. ……./- (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. UndertakingResearch 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.

ii) 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.

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

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

YEAR	2019-20	2020-21	2021-22
Amount Assessed (Rs.. Lakhs)			
Amount paid / Payable (Rs.. Lakhs)			

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

1.4.1 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

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

Company Name	Address	Nature of Business	Relationship with Applicant

1.5.1 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					

1.6 Company's Total Technical personnel by Discipline:

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

1.7 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

1.8 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

1.1 Annual turnover in the past 3 years:

YEAR	2019-20	2020-21	2021-22
Annual Turnover (Rs. Lakhs)			
Profit / Loss (Rs. Lakhs)			

1.2 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	2017-18	2018-19	2019-20	2020-21	2021-22
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.

1.3. 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.:	

1.4. 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.…….

1.5. Bank-wise balance at the end of the past three calendar months:

[circle whether over-draft (O/D) or credit (CR)]

April 2022 O/D CR Rs.……..

May 2022 O/D CR Rs.……..

June 2022 O/D CR Rs.……..

1.6. Bank Guarantees:

State value of Bank Guarantees, Bank-wise, currently issued Rs….. ……

1.7 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.

1.8 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

1.1 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.

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

Year	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Value of Construction work performed (Rs. In Lakhs)							

1.3 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 Emplo-yer (*)	Descri-ption of work	Cont-ract 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								

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

YEAR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
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.

1.5 (A) Existing commitments and on-going works

Give a list of work in hand as per format detailed below.

Descr-iption of work	Place & State	Cont-ract Num-ber 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)	Anticipa-ted Date of Complet-ion
1	2	3	4	5	6	7	8	9
(*) Details from the Nodal Officers / Nominee in-charge attached. YES / NO								

ad) 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

1.6 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 …… ……

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

Year	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Name:							
Amount (Rs. In Lakhs)							

1.8 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

1.9 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.

1.10 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

1.11 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
1	2	3

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.

a. 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

APPLICATION FOR REGISTRATION OF CONTRACTORS [>1.0 CRORE]

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	CIVIL WORKS & ALLIED SERVICES 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	CIVIL WORKS INTEGRATED WITH ELECTRICAL / MECHANICAL WORKS & INSTALLATIONS FOR FACTORY & TOWNSHIPS.	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
1	2	3	4	5
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 2022. 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 2022, 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 favor of Hindustan Aeronautics Limited and DD 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) or online 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

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]: -

Sl No.	Category of empanelment	Min qty executed in a single contract in any one year		
	Civil Works & allied services CF, CR & C-INT	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 depts./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.

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

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

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 -

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:

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.

1.2 (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.

1.3 Details of Income Tax assessed in the last 5 years:

YEAR	2015-16	2016-17	2017-18	2018-19	2019-20
Amount Assessed (Rs. Lakhs)					
Amount paid / Payable (Rs. Lakhs)					

- Attach copies of Income Tax assessment certificate for the past 5 years.

1.4 Details of Sales Tax assessed, as per clearance certificate, in the last 5 years :

YEAR	2015-16	2016-17	2017-18	2018-19	2019-20
Amount Assessed (Rs. Lakhs)					
Amount paid / Payable(Rs. Lakhs)					

- Attach copies of Sales Tax clearance certificate for the past 5 years.

1.5 List the names of Owners / Partners / Promoters and Directors/Company Secretary / Holder of power of Attorney, as applicable, in the formal 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

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

Company Name	Address	Nature of Business	Relationship with Applicant

1.7 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					

1.8 Company's Total Technical personnel by Discipline:

Discipline	Number of Personnel	Discipline	Number of Personnel
Graduate Civil Officers		Structural Officers	
Diploma Civil Officers		Mechanical Officers	
Sanitary Officers		Electrical Officers	
Environmental Officers		Total Personnel	

1.9 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

1.10 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

1.3 Annual turnover in the past 5 years:

Year	2015-16	2016-17	2017-18	2018-19	2019-20
Annual turn-over (Rs. Lakhs)					
Profit / Loss (Rs. Lakhs)					

1.4 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	2015-16	2016-17	2017-18	2018-19	2019-20
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 in specifically for use by HAL for the purpose of assessing contractors for empanelment and will be treated as strictly confidential.

1.7. 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.:	

1.8. 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……..

1.9. 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……..

1.10. Bank Guarantees:

State value of Bank Guarantees, Bank-wise, currently issued Rs.……

1.9 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

1.10 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

1.2 Tick the boxes below to nominate the type of construction and category for which you seek empanelment.

1.3 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	CIVIL WORKS & ALLIED SERVICES For Factory Buildings	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) 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 a) Roads, Bridges, Sewer and water supply lines b) Equipment foundations. c) Internal Air-conditioning works like ducts, Acs etc. Note:- At least one work should be from (d) to (h).					

CR	CIVIL WORKS & ALLIED SERVICES For Residential Buildings, apartments & public amenities building	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) 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. a) Water Storage tanks OH/UG Note:- At least one work should be from (d) to (h).				

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.

1.6 List total value of Construction work performed in the last seven years.

Year	2015-16	2016-17	2017-18	2018-19	2019-20	2015-16	2016-17
Value of Construction work performed (Rs. Lakhs)							

1.7 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 Emplo-yer (*)	Descri-ption 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 compl-etion	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					

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

YEAR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
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.

1.9 (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								

e) 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

1.12 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.....

1.13 Do you and/or your identified sub-contractor possess valid Electrical license for executing the building electrification works; YES / NO

State class / category of License .....

Specify value of electrical works executed in the last 5 years in your name:

Year	2015-16	2016-17	2017-18	2018-19	2019-20
Name:					
Amount in Rs. Lakhs					

1.14 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 ....

1.15 Specify value of water supply / sanitary works executed in the last 5 years in your name:

Year	2015-16	2016-17	2017-18	2018-19	2019-20
Name:					
Amount in ₹. Lakhs					

1.15.1 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

1.16 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.

1.17 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

1.18 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

4 Is the individual / sole proprietor / any partner / directors of company:

(a)	Dismissed Government Servant	Yes	No
(b)	Removed from approved list of contractors	Yes	No
(c)	Demoted to a lower class of contractors	Yes	No
(d)	Having business banned / suspended by any Government in the past	Yes	No
(e)	Convicted by a court of law	Yes	No
(f)	Retired Officer / official from Engineering department of Govt. of India within last two years	Yes	No
(g)	Director or partner of any other company / firm enlisted with CPWD or any other department	Yes	No
(h)	Member of Parliament or any state Legislative Assembly	Yes	No

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.

f) 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

REFERENCES TO CVC / CTE / IMM CIRCULARS

Sl No	Subject	Letter/ O.M/Clr 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 Indigenization & 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 24th (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/WE/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.1012104)	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 98/0RD/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. 47/7104)	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 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 008NGLI083 (Cir No.31/11/08)	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 by CVOs	CVC 006/VGL/29 (Cir No.21/05/06)	1-May-06	CVC
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(i)	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
	Monthly report Formats to be upload on HAL Website			

114	Summary of tenders released	The formats as per the purchase Manual at 3, 3A & 3B		
115	Contracts awarded			
116	Payments made against Work Contracts			
117	Payments due against Work Contracts			
118	CVC website shall be refer for the latest circulars/guidelines as applicable for works			

INDICATIVE NOTIFICATION AS ON SEPT-2022

[Visit http://labour.nic.in under Minimum Wages in Mines and establishment falling under Govt. of India to obtain latest Circular]

F.No.1/16(3)/2022-LS-II
Government of India
Ministry of Labour& Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated:28/9/2022

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.O. 188(E) dated **19th January, 2017** 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 for Industrial workers reaching 365.76 from 357.65 as on 30.06.2022 (Base 2016-100) and thereby resulting in an increase of 8.11 points. The revised Variable Dearness Allowance as under shall be payable from 01.10.2022;-

The rates of Variable Dearness Allowance for employees 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**.

Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	188	158	127
Semi-Skilled/Unskilled Supervisory	209	177	147
Skilled/Clerical	229	209	177
Highly Skilled	247	229	209

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2022 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	523+188=711	437+158=595	350+127=477
Semi-Skilled/Unskilled Supervisory	579+209=788	494+177=671	410+147=557
Skilled/ Clerical	637+229=866	579+209=788	494+177=671
Highly Skilled	693+247=940	637+229=866	579+209=788

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

Remis Tiru
(Remis Tiru)
Chief Labour Commissioner(C)

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 setforth 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

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.

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 deposits 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,

(Bhaskar Chatterjee)

A SAMPLE MOU

The sample is for illustrative purpose only and format may be change to suiting to Divisional requirement. If felt necessary, MOU document may got vetted from the legal cell.

MEMORANDUM OF UNDERSTANDING

between

[……., Hindustan Aeronautics Limited,
……., PIN CODE-…….]

and

[Name of PWO/ PSU WITH ADDRESS……..]

for

Construction of [Name of Work(s)] at [Name of location(s) of Work]

This, Memorandum of Understanding (hereinafter called "MoU") signed between HINDUSTAN AERONAUTICS LIMITED a Public Sector Undertaking of the Government of India, under Ministry of Defence, Department of Defence Production having its registered office at 15/1 Cubbon road, Bangalore – 560001 (hereinafter referred to as "HAL") represented by the General Manager of one part,

And

[Name of PWO/ PSU] (Hereinafter called "CPWD") represented by its Chief Engineer/Executive Engineer…….. on other part.

'HAL' and 'CPWD' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'CPWD' have agreed to undertake the work of Construction of above mentioned Work(s) at above mentioned location(s) for 'HAL' as a 'Deposit Work' on PMC(Project Management Consultancy) basis.

Now, therefore it is agreed between the Parties that:

A) Assigning of Work by 'HAL' to 'CPWD':

1. {In case of MoU of collection of works or of framework nature 'HAL' will assign a work to the 'CPWD' through a letter after due approval of the competent authority. A work specific MoU would be signed along with approval of Preliminary Estimates.}. 'HAL' will provide all relevant available documents related to land, Site Details, functional and space requirements (or Various Facilities, Special Requirements/ Features and Broad Specifications for specialized Equipments and Plants), Layout Plans etc for facilitating Project Execution by 'CPWD' along with Architectural and Engineering (A & E) Consultants.

2. ‘CPWD’ shall appoint, if any, competent Architectural and Engineering (A & E) Consultant commensurate with size and nature of the work after following due process.

B) Approval of Preliminary Project Report (PPR) & Detailed Project Report (DPR)/ Preliminary Estimate (PE)

1. Preliminary Project Report (PPR) shall be prepared by ‘CPWD’ based on functional & space requirements as intimated by ‘HAL’ and submitted to ‘HAL’ for its approval. {It would be a joint Endeavour on part of both ‘HAL’ and ‘CPWD’ in consultation with consultants & experts to develop Standard Plans & Specifications for Works & Services including Furniture, Equipments, Plants, etc. pertaining to various categories of Works etc.}

2. Based on approved PPR, ‘CPWD’ shall prepare Detailed Project Report (DPR)/ Preliminary Estimate (PE) consistent with their norms & standards, containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM (Critical Path Method) Network depicting clearly Dates of Start and Completion of the work {along with Work specific draft MoU} and submit it to ‘HAL’ along with all relevant input information, documents and Drawings etc. for approval of ‘HAL’, within 8 (eight) weeks of receipt of approval for PPR. ‘CPWD’ shall use C.P.W.D. Analysis of Rates for Delhi (DSR) for framing the DPR/ PE. Non - DSR Items shall be incorporated in the Detailed Estimates only when these are not either readily available in DSR. Detailed reasons and justifications for including Non-DSR Items shall have to be furnished by ‘CPWD’. ‘Hindustan Aeronautics Limited’ shall accord approval to DPR/ PE {and Work specific Draft MOU} containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network and issue Administrative Approval (A/A) &. Expenditure Sanction (E/S) in about 8 (eight) weeks of its submission by ‘CPWD’.

3. On receipt of the A/A and E/S, the ‘CPWD’ shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD or other Public Works Organizations.

C) Release of Funds, Payment of Bills

1. ‘CPWD’ has agreed to charge [insert the Fee agreed] for carrying out the assigned Deposit Work.

2. ‘HAL’ shall release Initial Deposit of 10% of the approved preliminary estimate amount to ‘CPWD’ within 2 (two) weeks of issuing A/A & E/S {and signing work specific MoU along with Milestones & Baseline Programme between ‘HAL’ & ‘CPWD’, whichever is later}.

   ‘HAL’ shall release additional deposit up to 10 (ten) % of approved estimate amount to ‘CPWD’ within 2 (two) weeks of award of first major construction contract on the basis of specific request made by ‘CPWD’ in this regard along with proper reasons and justifications acceptable to ‘HAL’ for additional requirement of fund over and above already released initial deposit of 10 (ten) % of approved preliminary estimate amount.

3. After the Initial and Additional Deposit above and subsequent release of Fund shall be in the form of recoupment of the expenditure made by 'CPWD' on the work as per monthly expenditure statements which shall be submitted in Monthly Expenditure Statement (MES) in a form similar to CPWD Form – 65 (Account of Deposit works). While submitting and placing demand for release of fund in the form of recoupment of the monthly expenditure already incurred on the work, 'CPWD' will also submit a comprehensive report on progress of physical completion of various activities and Milestones vis-a-vis earlier planned activities/ Milestones for the overall completion of the specific work mutually decided between 'HAL' & 'CPWD' {and included as part of work specific MOU} for enabling 'HAL' to keep effective check on utilization of fund as well as physical progress of the work.

4. The fund subsequent to Initial Deposits shall be released by 'HAL' to 'CPWD' within 4 (four) weeks of submission of request by 'CPWD' along with all documents. As per the monitoring of physical and financial progress indicators, 'HAL' will take necessary steps for recoupment of the monthly expenditure incurred on the basis of the Fund Utilization Certificate.

5. If any fund requirement is specifically made by 'CPWD' after the work has been assigned to 'CPWD' for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by 'HAL' within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 (twenty-five) Lakh. The amount so released to 'CPWD' shall he adjusted from, Initial Deposit amount.

6. 'CPWD' shall intimate 'HAL' about any excess expenditure likely to be incurred over and above the approved Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from 'HAL' before continuing/ incurring the extra/ additional expenditure.

7. The 'CPWD' shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to 'HAL' & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should 'HAL' ask for any other details from 'CPWD' regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by 'CPWD' readily.

8. The 'HAL' shall settle compensation/ levies, if so required to be paid based on recommendation by 'CPWD' related to the Project works, under Workmen's Compensation Act or any other Act or law of the Central or the State Government.

D) Execution of Work

1. The 'CPWD' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, Stale/ Central Environmental Authorities, Forrest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the

work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild-life clearances; and shifting of religious shrines etc) to start the work have been obtained. The 'HAL' shall be responsible for providing all assistance to 'CPWD' in this process.

2. Works shall not be awarded by 'CPWD' to contractors till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.

3. 'HAL' shall make the work site available free from encumbrances to 'CPWD'. 'HAL' shall also ensure Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services. 'CPWD' shall provide necessary support in this process.

4. 'CPWD' shall permit 'HAL' to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.

5. 'HAL' shall provide security clearance and ensure free access for 'CPWD' staff/ Employees and their workers working at Work site in case these are required. 'CPWD' shall provide necessary support in this process.

6. 'CPWD' shall ensure adequate availability of men & material by their contractors and also they should put in place a system for capturing the photographs and videos of important and critical activities of construction.

7. 'CPWD' shall ensure that it's Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. 'CPWD' will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.

8. 'HAL' shall permit and facilitate to the 'CPWD' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'CPWD'. 'CPWD' shall provide necessary support in obtaining permission, if any, of local Bodies in this regard. The cost in this regard borne by 'HAL', if any, should not be duplicated as reimbursement by the 'CPWD'.

9. As soon as the work is allocated, 'CPWD' shall prepare and submit to 'HAL' an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein. 'CPWD' will intimate 'HAL', Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work.

   The Programme Chart should inter-alia include descriptive note explaining sequence of the various activities, CPM Network Milestones etc. This will form Base line Programme and the subsequent progress of the work shall be reviewed with reference to this during

periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base line Value shall be construed as Time Overrun.

10. 'CPWD' shall be responsible for providing Physical Progress Reports to 'HAL' in the form of CPM (Critical Path Method) Network on monthly basis for reviewing of the progress of the work vis - a - vis Base line Programme and taking all necessary remedial actions, after taking into account 'HAL's observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.

11. 'CPWD' shall also be responsible for providing to 'HAL' Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'CPWD' by 'HAL'.

12. 'CPWD' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, their own Works Manual, Codes, Books of Specifications etc and also in accordance with relevant and extant provisions of General Financial Rules (GFR), 2017/ revised.

E) Project Management, Cost and Time Control

1. 'CPWD' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'CPWD' shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.

2. 'CPWD' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'CPWD' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to 'HAL' in the project accounts.

3. The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction period, revised specifications or extra work over approved estimate carried out at the request of 'HAL' etc.

   In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by 'CPWD' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by 'HAL' in consultation with 'CPWD' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'CPWD' without prior approval of 'HAL'.

Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'CPWD'

4. At any time, it appears to 'HAL' that the actual progress of the work does not conform to the approved programme referred above and intimated to 'CPWD' by 'HAL', detailed reasons and justifications for such delays shall have to be provided by 'CPWD', which shall be examined by 'HAL' to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between 'CPWD' and 'HAL' for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to 'HAL' for putting item to use for intended purpose. A&E Consultants may also participate. 'CPWD' will also designate a nodal officer in respect of specific work for coordinating with 'HAL' and A & E Consultant. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work related issues so that delays are minimized for achieving timely completion of work.

F) Disputes, Enquiries and Queries

1. 'CPWD' shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ litigation end other hindrances and the work is completed within optimum cost and time in hassle free environment.

2. 'CPWD' shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works end examining the Arbitration Award/ Decree of Court or law/ liability by appropriate authority in 'CPWD' and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations The decision of the competent authority in 'CPWD' to accept The award or challenge the same in a Court of law will be binding on the 'HAL'.

3. 'HAL' shall settle and pay the final claims which may be decreed by a Court of law, Tribunal or by award of an Arbitration in relation-to the-deposit work, based on recommendations of 'CPWD'.

4. 'CPWD' shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, local Bodies, Municipal Corporation etc. pertaining to the work under intimation to 'HAL'. Providing all work related information promptly to 'HAL' for replying to various Constitutional & Statutory Authorities.

G) Completion and Handing-over of Completed Work and Facilities

1. 'CPWD' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to 'HAL' for putting them to functional use. 'HAL' shall provide all assistance in this process.

2. 'CPWD' shall hand over to 'HAL' or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans,

Specifications fulfilling all techno-functional requirements agreed with 'HAL' along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, local Bodies etc.

3. On completion of the work, a Project Completion Report (PCR) shall be submitted by 'CPWD' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to 'HAL' within one month of settlement of final bills of the contractors/ other agencies deployed on the work by 'CPWD'.

H) Termination of MoU

1. If 'HAL' decides to terminate this MOU or decides to drop/ abandon the work after substantial preliminary work has been done by 'CPWD' on the work, both 'CPWD' and 'HAL' shall mutually decide the loss incurred by 'CPWD' for payment by the latter to the former. In case of abandonment of project/ work by 'HAL' during construction stage, 'HAL' shall pay to 'CPWD', after determining the value of the works, goods and contractors documents and any other sums due to them for work executed in accordance with the MOU, to help liquidate only such liabilities as were squarely needed towards construction/ consultant agencies engaged on the work, in a fair and reasonable manner.

F) Miscellaneous

1. Disputes between 'HAL' and 'CPWDs': As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before General Manager of 'HAL' and concerned Chief Engineer of 'CPWD' for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level in 'HAL', and 'CPWD', who shall be above the level of General Manager and CE in the respective organizations. They shall submit a comprehensive report and recommendation to 'HAL' and 'CPWD' for facilitating final decision in the matter.
2. Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
3. No amendment in Terms & Conditions of the MoU shall be valid and effective unless it is in writing and duly signed by authorised representatives of 'HAL' and 'CPWD'. Each party shall give due consideration to any proposal for amendment/ modification made by other party with proper justifications thereof.
4. Provisions, if any, made in respect of deposit works in 'CPWD's Works Manual or Codes shall stand modified to the extent of the stipulations made in this MoU for execution of 'HAL' works by 'CPWD'.

Signatures and Witnesses

Date:.....

Place: .....

CHECKLIST FOR A BILL

SUBJECT:

CONTRACTOR:

CONTRACT NO:

RAR/ FINAL BILL:

Sl. No	DOCUMENTS	
1	Agreement	
2	Security Deposit furnished & Details	
3	Date of Acceptance letter/ Accepted Amount	
4	Date of commencement as per WO	
5	Date of completion as per WO	
6	Actual date of completion [As given by EIC]	
7	ESI contribution paid	
8	PF contribution paid	
9	Wage certificate along with wage calculation sheet	
10	Duly signed MB Extract Certification of EIC 100% & 10% checking by OIC in MB / Bill copy	
11	Deployment of Engineer for supervising the work as per contract terms	
12	Water and Electrical charges	
13	Quantities are within BOQ Qty or DO Quantities.	
14	Material brought statement for material advance	
15	Test checked certificate certified by EIC	
16	NTI approval if claimed and Approval of FDO	
17	Extension of Time Approval	
18	Amendment to Contract agreement	
19	Service guarantee certificate for specified jobs viz., water proofing, Anti termite	
20	Insurance coverage for the work as per contract conditions[CAR POLICY]	
21	Indemnity Bond/ Undertaking if any	

22	Workmen Compensation Bond	
23	Labour Licence	
24	Insurance coverage for Material Advance	
25	Rate for material advance recommended	
26	Reconciliation statement. Cement/Steel/Paint/Bitumen	
27	No claim certificate in case of Final Bill	
28	Completion certificate issued by EIC	
29	Attendance Entry	
30	CL Days & Holiday to be checked (CL Limit should not cross month wise)	
31	Checking of mandays calculation	
32	Contractor Calculation Sheet to be checked with our calculations (Compare the calculation as par with Contractor Calculation, and whichever is less that amount recommended for payment)	
33	Professional Tax Challan & Breakup to be Checked	
34	GST Challan & Breakup to be checked	
35	Bank Statement should be matched with our calculation	
36	Wage Register should be signed by SCL's	
37	Whether Salary paid on or before 7th of that particular month to be checked otherwise penalty is applicable	
38	If there is any amendment is there for VDA or Contract extension amendment contract agreement to be received within time limit specified in contract terms.	

_____ _____

Checked by Co-ordinated by

Note: Applicability may be checked based on nature of work and any additions can be made depending on the type of work.

FORMAT FOR ADMIN APPROVAL

Sub: Name of work

1. BACKGROUND:

2. SCOPE OF WORK:

3. ESTIMATION:

The details of estimate including GST, contingency and establishment charges are as below :

Sl. No.	Description	Amount		
	Part-A : Civil & Allied Services and Fire Fighting Works			
Sec-I	Civil and Allied Works including Interiors, Internal & External Water Supply, Sewage & Sanitary, Drainage, Roads & Driveways, Compound Wall, Borewell, Sewage Pumping Scheme etc.	Rs.:	……	Lakhs
Sec-II	Fire Fighting - Fire Hydrant Works	Rs.:	…..	Lakhs
	Sub Total	Rs.:	……	Lakhs
	Part-B : Electrical & Mechanical Works			
Sec-I	Internal Lighting and Power Facility including Data and Telephone	Rs.:	…..	Lakhs
Sec-II	Vacuum Line for Shop and Clean room	Rs.:	……	Lakhs
	Sub Total	Rs.:	…….	Lakhs
	Total	Rs.:	…..	Lakhs
	Add contingency & establishment charges	Rs.:	…..	Lakhs
	Grand Total including GST @18%	Rs.:	…….	Lakhs

4. TECHNICAL SANCTION:

As per works manual clause no……..., ATA is the competent authority to accord technical sanction for the subject work……..

5. TENDERING AND SIMILAR NATURE OF WORK:

Open tenders/Limited Tender will be invited as per HAL Works Manual 2021 and its amendments if any by indicating the similar nature of work as below:

"……."

6. BUDGET:

7. PERIOD OF CONSTRUCTION:

8. DOP:

   As per DOP 2018, under works at Annexure…….., …….. is the competent authority to accord admin approval for this proposal.

9. APPROVAL:

   Administrative approval is requested for the following:

BID SECURING DECLARATION FORM

Date:_____ Contract No._____

To : ……..

……..…… Division,

Hindustan Aeronautics Limited,

Sub: …….....……

I/We. The undersigned, declare that:

I/We understand that, according to the terms and conditions of the referred Tender, bids must be supported by a Bid Securing Declaration certificate towards Earnest Money Deposit, as such, this declaration certificate is issued.

I/We hereby accept that I/We may be disqualified from bidding for any contract with Hindustan Aeronautics Limited for upto period of Two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the HAL during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name:(insert complete name of person signing he Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of (insert date of signing)

Corporate Seal (where appropriate)





G20 भारत 2023 INDIA

वसुधैव कुटुम्बकम्

ONE EARTH • ONE FAMILY • ONE FUTURE

HAL हिएलि

HINDUSTAN AERONAUTICS LIMITED

Bengaluru, India