



NAINI AEROSPACE LIMITED
NAINI, ALLAHABD.
OPEN-TENDER DOCUMENT

NAME OF WORK: Execution of Civil work & Electrical work for conversion of half of the existing offices in Admin Block to transit accommodation at NAeL, Naini, Allahabad.

Volume -1- Technical Bid
Volume -2- Price Bid
(TECHNICAL BID & PRICE BID)
(PART 'A & B')

CA. No. NAeL/Civil/2021-22/021

ISSUED TO

M/s. _____,
 _____,
 _____,
 _____,

- (i) This is an OPEN tendering, any manual errors committed during the process of submitting the Document shall bound to be duly accepted by the Tenderer. The Tenderer shall not have any claim whatsoever in this regard.
- (ii) Please enclose one Demand Draft of ₹ 885/- (Inclusive all taxes) drawn in favor of Naini Aerospace Limited towards the cost of Tender Document and one Demand Draft of ₹ 3,250/- drawn in favour of Naini Aerospace Limited towards EMD in the prescribed format along with part 'A' (Technical Bid) failing which the Tender will be treated as invalid.

DATE OF OPENING (Technical Bid): 15.06.21

AT

: 14:30 Hrs.

Signature of Tenderer

Issuing Officer

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATION CLAUSES:

In this tender document the following words shall have the meanings herein assigned to them: “COMPANY”, “EMPLOYER”, “NAeL” and “ACCEPTING AUTHORITY” shall mean “NAINI AEROSPACE LIMITED”. “CONTRACTOR” shall mean one or more Contractor or Contractors jointly or generally engaged in the works to which these documents pertain to and shall include his / their heirs, executors and administrators.

“ENGINEER”, “ENGINEER-IN-CHARGE”, “CONSULTANTS”, “ARCHITECTS” and “CONSULTING ENGINEERS” shall mean Engineer Representatives of NAeL and the Consultants appointed by the Company for this specific project, including the Consultants representative. “WORKS SITE” and “SITE OF WORKS” shall mean the extent of land which the company places at the disposal of the Contractor from time to time for the purpose of executing the contract works.

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

“As specified” or “As directed” or “As specified and directed as per specifications” include the entire contents of these documents and also the instructions and/or “Drawings” issued by the Engineer-in-Charge from time to time during the execution of work.

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

“CONTRACT” or “TENDER” shall mean the entire contents of these documents

viz.,(i) Tender Notice

(ii)Instructions to tenderers.

(iii)Acceptance by the Accepting Officer and Work order by Officer-in-Charge.

(iv)General conditions of Contract, as per standard form.

(v)Special Conditions of Contract.

(vi)Technical Specifications.

(vii)Particulars of specifications

(viii)Bill of Quantities-Schedule ‘A’



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

(x) Letter communicating the acceptance of the Contractor, and Tender drawings.

(xi) "SSR" Standard Schedule of Rates shall mean the MES Standard Schedule of Rates 2010 with amendments there on as approved.

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

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

2. SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER:

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

3. CONTRACTOR TO EXECUTE CONTRACT WITH COMPANY:

The Contractor shall within thirty days of the acceptance of his tender enter into and execute a formal indenture of contract to be prepared by the company's Solicitor. The Contractor shall not be entitled to make any charges for the perusal of the contract.

The contractor shall within ONE month of the issue of acceptance letter submit the detailed work schedule in the form of master plan, monthly plan, weekly work execution plan clearly indicating the various activities. Work shall start on priority basis as per NAeL requirement. However, if any portion of site not made available by NAeL for any reason whatsoever no claim on account of this will be entertained.

4. SUBLETTING BY THE CONTRACTOR:

The Contractor shall not sublet whole of the work [back to back basis]. However, contractor is permitted to engage specialized agencies for part of the work with prior approval of Divisional Head on the recommendation of the Engineer-in-Charge. The Contractor shall only engage specialized agency for work where his domain expertise is not duly available. However, a suitable tender clause to be provided to indicate the specialized works where contractor intends to engage specialized agency.

All statutory requirements such as ESI, EPF, Labour License 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



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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.

5-7. TENDERED OR AGREED RATE:

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

1. In the event of any error in the description or in the quantity in Schedule 'A' or any omission there from shall not vitiate the Contractor or release the Contractor from the execution of whole or any part of contract comprised therein according to the drawings and specifications, or from any of his obligations under the contract.
2. The Contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of subsoil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works of the subject of the contract, and he shall also inspect the site works and surroundings, the means of access thereto and agree there from and he shall generally obtain his own information on all matters and things which can in any way influence his Tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error, incorrect information on these points, or if any other inaccuracies in reference thereto, which may appear on the drawings or in the specification nor shall the contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.
3. Freak rates: If the rate quoted by vendor varies from detailed estimated rate by 25% more or less then it will be considered freak rate.

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

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



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9. SETTING OUT WORKS NOTICE:

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

10. NIGHT WORKS:

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

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

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

12. TESTING OF MATERIALS:

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

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

All materials, tools, implements and other things brought by the Contractor upon the Company's works shall thereupon become, and shall continue to be the absolute property of the company and be considered in its possession, the Contractor having only the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the contract duly fulfilled, the Company shall return to the Contractor the tools, implements and surplus or waste materials then remaining upon the company's works to be removed by him forthwith and cleared away. Nevertheless the company shall not at any time be liable for the loss of any of the said materials, tools, implements or other things, but the



whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession.

14. POWER TO VARY WORKS:

The Company shall have full power and authority from time to time, and at all times to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and directions as may appear necessary or proper for the guidance of the Contractor and the good and sufficient execution of the contract, the contractor will have to “obey and be bound by the said further drawings, instructions and directions according to the true intent and meaning thereof, and as fully and effectually as though they had accompanied, or has been mentioned or referred to in the original drawings and specification”. The Company shall also have power to vary or alter the levels or positions of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution of any other works in lieu thereof, or may order any work or any portion of the work executed or partly executed, to be removed, changed or altered and, if needed other works shall be substituted in lieu thereof, and the difference of expense occasioned by any such increase, diminution or alteration so ordered and directed shall be added to, or deducted from the amount of the contract, agreeably at the prices for similar work set forth in the bill of quantities or failing which as a derivative to similar works in the schedule of prices attached thereto, and in the absence of such similar work being scheduled, then such work shall be carried out at the rates entered in SSR applicable at NAeL and of specified zone minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. The Company will in no case become liable to the payment of any charge in respect any such conditions, alterations or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer nor unless such instructions distinctly state that the matter thereof is to be the subject of an extra or varied charges, in the work order hereinafter set forth: or unless the claim thereafter shall be made in writing, signed by the Contractor and be made within the week in which the work is executed and the materials used, and before the same shall have been placed out of view, or beyond check or measurement; nor unless the value of any altered or varied works or of any further works, shall wherever practicable, have been determined and settled before such altered or varied or further works shall have been commenced. Such value in case of dispute, shall be ascertained by the Engineer, who shall determine in all cases whether such previous determinations and settlements were practicable or not, and in all cases when he shall consider the same to have been practicable, the Contractor shall not be entitled to make any claim in respect of such altered, or varied or further works. It shall in the opinion of the Engineer, in any special instance become necessary to execute any additional or substituted work, either wholly or in part “By the day” the claim therefore shall not to be recognized unless the Contractor shall have delivered to the Manager (Maintenance) within one week day, and so on from day to day a true and exact list of the names, occupations, time and wages of the several workmen engaged during the previous day, on any and every such work in respect of whom a change “By the day” is intended to be made in the next succeeding weekly claim work in respect of whom a change “By the day” shall be made unless, in the opinion of the Engineer, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these General Conditions.



Signature of Tenderer

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15. WORKS TO BE EXECUTED IN APPROVED MANNER:

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

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

The Contractor shall commence to carry on the works with due diligence, and as much expedition as the Engineer in charge may reasonably expect, having regard to the specified time of completion of the whole of the works. In case the Contractor fail to do so or neglect to provide proper and sufficient materials or to employ a sufficient number of workmen to execute the works then the Company shall have full power, without vitiating contract, to take the works wholly or in part of the hand of the Contractor, to engage or employ any other person or workmen, and to procure all requisite materials and implements for the due execution and completion of the said works and the costs and charges incurred by the Company in so doing shall be ascertained by the Accepting Officer and be competent for the company to deduct the amount of such costs and charges along with overheads out of any sum or sums due or to become due from the Company to the contractor under this or any other contract.

17. INFERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED:

The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind, and should any materials be brought upon the site or on the land or property of the company or on the places where any operations are being carried out in connection with the works, which are in the judgment of the Engineer in charge of an inferior description and improper to be used in the works, the said materials shall be removed, all inferior workmanship or finish shall be amended by and at the cost of Contractor forthwith, or within such period or periods as the Engineer in charge direct, and the Contractor shall pull down, amend and reconstruct any work he may have erected upon an insufficient foundation, or that he may have insufficient cured and protected against immediate and further injury whether arising or likely to arise in the future from weight pressure, action of water or otherwise, on being required to do so by the Engineer in charge. In case the Contractor neglects or refuses to remove such materials or to comply with such directions it shall be lawful for the Engineer, On behalf of the company and by its agents, servants and workmen to remove the materials and amend the workmanship and finish works so subjected to of any part thereof and to replace the same with such other materials workmanship as shall be



satisfactory to the company. On the certificate of the Engineer in charge, to deduct the expenses thereby incurred, or to which the company may be put to or which may be incidental thereto, from the amount of any sum or sums due or to become due to the Contractor, or to recover the same by action at law or otherwise from the Contractor as the company may determine. When it is apparent to the Engineer in charge that defects exist in the work executed or that damage or accident has occurred or that the works are not upheld or maintained in good, sound and water tight condition, or repair, or in working order, but the cause thereof is not apparent, a general requisition in writing by the Engineer in charge to the Contractor, to amend, make good or maintain the works in sound, perfect and water tight condition shall be a sufficient requisition, and the Engineer shall be under no obligation to specify the works or repair, but such requisition shall be conclusive evidence against the Contractor that he is not performing, or as not performed his obligations under the contract.

18. EMERGENCY POWERS:

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

19. OPENINGS TO BE MADE FOR EXAMINATION OF WORKS:

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

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

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

21. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

The Contractor shall, at his own expense, share, protect, support, alter, restore, make good and maintain, as may be necessary, all buildings, water and gas pipes, sewage, drains, electrical cables and other things, which may be disturbed, exposed or injured during the execution of the works, or in consequences of the



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

22. EXTENSION OF TIME:

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

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

23. PROGRESS PAYMENTS OF MATERIALS:

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

24. ROYALTIES:

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



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25. COMPANY PLANT:

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

26. REJECTED MATERIAL:

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

27. SCOPE OF COMPLETION:

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

28. FINAL MEASUREMENT:

The final measurement must invariably be proceeded by a through re-measurement of the whole of the work performed which will be made by the Company's authorized representative at which the Contractor or his accredited agent must be present. For this purpose, a written notice will be sent to him at least three days before the date fixed for the measurement, appointing the day, hour and place of meeting. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest. If a dispute arises between the company and the Contractor as to the Quantity and Quality of work performed involving a sum of larger than Rs.500/the Contractor may appeal in writing to the company for measurement or reappraisal, as the case may be. If the company considers the Contractor's claims is valid, they may appoint an Officer other than the Officer who made the final measurements and inspection and his report shall be considered as final and binding on the Contractor. The Contractor shall have a representative present when the re-measurement or reappraisal is being made.

29. DISMISSAL OF PERSONNEL:

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

30. OFFICE FOR NAeL'S ENGINEER ON SITE:

The Contractor shall, at his cost provide a separate Office (of suitable size) for the NAeL Engineer on site with writing table, chairs, electric light and fan, drinking water arrangements etc., as directed by Engineer-in Charge and clear away on completion of work and make good all work disturbed and pay all



charges. The Contractor shall also provide facilities for having the NAeL Engineers Office cleaned every day and kept in good and hygienic condition.

31. OFFICE ACCOMMODATION FOR CONTRACTOR'S STAFF:

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

32. SECURITY AND PROTECTION:

The Contractor shall at his cost, provide any necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials and for altering and adopting same as may be required and removing at completion of the works and making good all works disturbed.

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



33. SANITATION OF WORKS:

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

34. TEMPORARY ROAD:

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

35. SIGN BOARD AND HOARDINGS:

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

36. SCIENTIFIC AND MEASURING INSTRUMENTS:

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

37. QUALITY LAB:

The quality lab for field testing of materials and workmanship shall be setup by the contractor at works site. This shall be in conjunction to the approved quality plan.

38. NO OVERLOADING OF SLABS:

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

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

Measurements of all items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry concrete etc., steel in all RCC works, pipe to be encased etc., shall be got recorded from the authorized Engineer-in-Charge by the Contractor before they are covered up. Immediately the work is ready for measurements, Contractor will give specific notice to Engineer-in--



Charge on site for recorded the measurements. If the Engineer fails to record the measurements the Contractor will refer the matter to the Manager (Maintenance)/ Engineer-in-Charge for instructions, but in no case shall he cover up the work without the permissions.

40.INSURANCE OF WORK AGAINST DAMAGE AND LOSS DUE TO FIRE, TEMPEST FLOODS, EARTHQUAKE, RIOT, CIVIL WAR, INSURRECTION AND AGAINST DAMAGE BY AIRCRAFT.

The Contractor shall provide evidence to the Employer / Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the employer / Engineer. The Contractor's All Risk (CAR) policy shall within one month after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest floods, earth quakes, riots, civil war insurrection and against damage by aircraft etc., and any additional covers decided by Engineer-in-charge.

Any item not covered under above policy shall be the responsibility of contractor. The policies of the contractor shall remain in force throughout the period of execution of the works and till expiry of the defect liability period except for any specific insurance covers necessary for a shorter period. Before commencing the work, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover in the joint name of the contractor and employer under the following requirements.

Liability for death or injury to any person or loss to any property (other than the work) arisen out the performance of the Contract.

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

With insurance office approved by the Accepting Officer

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

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

- i) Risk covered.



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

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

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

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

41 DAMAGE TO PERSONS AND PROPERTY:

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

42 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

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



43 ATTENTIONS:

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

- a) Time will be the essence of the contract and the Contractor is to complete the whole of work in the time stated in the tender, subject to the schedule of conditions.
- b) The Contractor is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways etc., and the necessary attendants to move and adopt as directed for inspection of their representatives. No separate rate will be allowed.
- c) The Contractor is to keep all persons under his control and within the boundaries of the site, and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices, damage or loss by thefts or by any other cause and is to allow for all necessary watching and protective lighting.
- d) The tenderer [Proprietor / Authorized representative in case of partnership firm or limited or public limited or Government Organization] shall submit Police Verification Certificate to move inside NAeL premises during execution of work and shall submit as affidavit in the prescribed format on non-judicial stamp paper of value Rs. 100/for conduct and credibility of the labours engaged for the work to the security officer of the division through Engineer-in-Charge.



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SPECIAL CONDITIONS OF CONTRACT

1. SITE VISIT:

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

2. SITE SUPERVISION:

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

a.	For works costing up to Rs. 10.00 Lakh.	A Degree or Diploma in Civil / Electrical Engineering as applicable with minimum six months experience in works of the nature contracted for.
b.	For works costing above Rs. 10.00 Lakh & not exceeding 20.00 Lakh.	A Degree or Diploma in Civil / Electrical Engineering as applicable with minimum six months experience in works of the nature contracted for.
c.	For works costing above Rs.20.00 Lakh, and upto Rs.50.00 Lakh	A Degree holder in Civil / Electrical Engineering as applicable with at least 2(Two)years practical experience or a Diploma holder in Civil / Electrical Engineering as applicable with at least 4(Four) years practical experience in works of the nature contracted for.
d.	For works costing above Rs.50.00 Lakh and upto Rs. 100.00 Lakh	<p>i) Resident Engineer :</p> <p>A Degree holder in Civil / Electrical Engineering as applicable with at least three to five years practical experience in works of the nature contracted for.</p> <p>and</p> <p>Two diploma holder in Civil / Electrical Engineering as applicable with at least three to five years practical experience in works of the nature contracted for.</p>



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		(Suitably allocated for handling quantity surveying , field Laboratory, Surveying and other specialized work).
e.	For works costing above Rs. 100.00 Lakh, and upto Rs. 500.00 Lakh	<p>Two Degree holders in Civil / Electrical Engineering as applicable with at least five years practical experience in works of the nature contracted for.</p> <p>and</p> <p>ii. Two diploma holders in Civil / Electrical Engineering as applicable with at least three to five years practical experience in works of the nature contracted for.</p> <p>(Suitably allocated for handling quantity surveying, field Laboratory, Surveying and other specialized work).</p>
f.	For works costing above Rs. 500.00 Lakh, and upto Rs. 1500.00 Lakh	<p>i) Resident Engineer :</p> <p>A Degree holder in Civil / Electrical Engineering as applicable with at least eight to ten years practical experience in works of the nature contracted for.</p> <p>ii) Two Degree holders in Civil / Electrical Engineering as applicable with at least five years practical experience and three Diploma holders in Civil / Electrical Engineering as applicable with at least three to five years practical experience in works of the nature contracted for.</p> <p>(Suitably allocated for handling quantity surveying , field Laboratory, Surveying and other specialized work)</p> <p>Or</p> <p>iii) As specifically mentioned in the tender.</p>
g.	For works costing above Rs. 1501.00 Lakh, and upto Rs.	i) Resident Engineer :



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	3000.00 Lakh	<p>A Degree holder in Civil / Electrical Engineering as applicable with at least eight to ten years practical experience in works of the nature contracted for.</p> <p>ii) Three Degree holders in Civil / Electrical Engineering as applicable with at least five years practical experience and four Diploma holders in Civil / Electrical Engineering as applicable with at least three to five years practical experience in works of the nature contracted for.</p> <p>(Suitably allocated for handling quantity surveying , field Laboratory, Surveying and other specialized work).</p>
h	For works costing above Rs. 3000.00 Lakh.	<p>i) Resident Engineer :</p> <p>A Degree holder in Civil / Electrical Engineering as applicable with at least eight to ten years practical experience in works of the nature contracted for.</p> <p>ii) Three Degree holders in Civil / Electrical Engineering as applicable with at least five years practical experience and six Diploma holders in Civil / Electrical Engineering as applicable with at least three to five years practical experience in works of the nature contracted for.</p> <p>(Suitably allocated for handling quantity surveying , field Laboratory, Surveying and other specialized work).</p>

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

- a) Degree Holder (Civil/Electrical) with some Experience: `Rs.5,000/per month.
- b) Degree Holder (Civil/Electrical) with 2 Yrs or Diploma Holder with 4 Yrs Experience. Rs.7,500/per month.
- c) Degree Holder (Civil/Electrical) with 5 Yrs or Diploma Holder with 3-5 Yrs Experience. Rs. 10,500/per month.
- d) Resident Engineer: Rs. 15,000/per month.
- e) On acceptance of the tender the Contractor shall furnish within 14 days to Engineer-in-Charge for his approval, site set up with list of Engineers, Supervisors and other staff to be employed by him with their date of joining.



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- f) Non- deployment or less qualified staff deployed by a contractor will be treated as serious breach of terms of contract. Therefore, for the first time contractor should be warned in writing and necessary recoveries affected for substandard work. For any subsequent breach, the contractor will be banned from business with NAeL as per rules by keeping proper records.
- g) All works shall be subject to examination and approval by the Engineer-in-charge. No work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer in-charge or his authorized Representative, whenever any such work is ready and the Engineer In Charge or his authorized representative shall without unreasonable delay, attend for the purpose of examining such works.
- h) In the event of the failure of the Contractor to give such a notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-Charge at Contractor's expense.
- i) If any such part covered up or put out of view after being approved by the Engineer-in-Charge, is required to be uncovered subsequently, the same shall done by the contractor. If it is found on uncovering, the work was executed in accordance with the contract, the expenses of uncovering and / or making openings in and making good the same shall be borne by the company.

3. SETTING OUT OF THE BUILDINGS:

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

4. FOUNDATIONS:

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

5. PROVISION OF EMBEDDING ELECTRIC CONDUITS ETC.:

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

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

Care shall be taken in execution of work so as not to damage service line etc., coming in the way of construction. If any damage is caused to the line, the cost of replacing or repairs shall be borne by the



Contractor. The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization schedule envisaged for timely completion of work within the stipulated time for completion of work.

7. PROVISION OF MACHINES, TRANSPORT ETC. :

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

8. MATERIALS SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish / produce original purchase vouchers (purchase date should be after placement of contract) and manufacturer's test certificates of material purchased from the reputed manufacturers / suppliers. In addition to the testing of materials, in accordance with Technical specifications and quality plan enclosed with this tender. However, EIC shall decide the usage of the same while incorporating in the work based on the manufacturers test report and then test certificate obtained from the approved laboratory as per quality plan.

(i). CEMENT:

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

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

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

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



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

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

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

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

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

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

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

(ii) STRUCTURAL STEEL

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

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

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

(d) Immediately after the work order is signed, Contractor shall procure and store at the site of the works such stock of Structural Steel as the Engineer directs to do so for satisfactory completion of work. The



Contractor shall give to the Engineer-in-Charge notice of the arrival of each consignment of Structural Steel on the work and shall give the Engineer sufficient time for testing the same before it is issued on the work. Only Structural Steel certified by the Engineer to conform to Indian Standard Specification shall be used on the works. The Contractors shall maintain a register at the work spot for the receipt and use of Structural Steel on the work and such entries shall be got attested daily by the Engineer-in-Charge or his authorized representative.

- (e) All rejected steel not conforming to the appropriate Indian Standard Specifications shall be removed by the Contractor from the work spot immediately at his own risk and cost.
- (f) Rates for all items involving use of structural steel shall be based on the price of structural steel conforming to IS as mentioned in technical specifications.
- (g) Rates for all items involving use of Structural steel conforming to IS as mentioned in technical conditions.
- (h) Specification : Measurement and rates as otherwise provided shall conform to conditions stipulated in section steel and iron work of specification of MES or Part – I of SSR 2009.
- (i) After the completion of work, the theoretical quantity of steel section to be used on works shall be taken as the quantity required as per design or as authorized by the Engineer-in-Charge including authorized lappages plus 5% wastage due to cutting in pieces. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.
- (j) In the event of it being discovered that the quantity of steel used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of steel not so used shall be recovered from the Contractor at twice Market Rate plus 10% to cover profit and cartage to site deemed to have been allowed in the tender rates.
- (k) The provisions made above are without prejudice to the right of the Company to take action against the Contractor under the condition of the contract for not doing the work according to the prescribed specifications.

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

- (a) The tender rate for steel work shall be deemed to include for all works with fabrication drawing. The work “Fabrication” does not however include any manufacturer’s job. The shop drawing for Fabrication to be submitted for the approval of EIC. The Fabrication at site shall conform to the approved shop drawings.
- (b) The bar bending Schedule for reinforcement steel shall be submitted for the approval of Engineer-in-charge and the work thereafter shall be executed as per the approved drawing.



10. OTHER MATERIALS

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

11. SUPPLY OF ELECTRICITY AND WATER:

11.1. ELECTRICITY:

Electricity used for the work will be charged at the prevailing rates of NAeL and the same will be deducted from running account bills. The contractor has to install the energy meter along with required cables for the connection at his own cost. The meter shall be sealed by the maintenance department of NAeL.

11.2. WATER:

Water charges will be deducted from the contractor's bill @ 0.50% of the value of work done priced only in respect of such items where the consumption of water is involved.

12. GST:

The quoted rates shall be without GST and other taxes. NAeL shall process the bills of contractor for executed work inclusive of GST. In addition, payment towards GST as applicable shall be made to the contractor along with the bills as per Bill Amount. The GST paid by NAeL to contractor shall be deposited to the concerned Govt. authority by the contractor regularly. Any other tax (as applicable) as imposed by the Govt. on the contract shall be borne by the contractor.

Payment of Sales Tax / VAT on works contract is the entire responsibility of the contractors.

13. PROGRESSIVE EXECUTION:

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

14. SPECIFICATION IN MES ENFORCE:

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

15.1 DEVIATIONS AND AMENDMENTS:

a) Tenderer shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Schedule 'A' (Price bid) and also carry out such deviation as may be ordered. The following deviation percentage shall be applicable pertaining to the case.

b) Lumpsum contract, based on drawings and specifications (also Design & Execution contracts) (+/-)10%
All other contracts

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



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

Ordering of deviations is also subject to the following conditions:

- c) Deviations ordered in respect of quantities in individual items shall not exceed (+/-) 50% of the quantity of that individual item.
- d) The value of additions of items of Non Tendered Items not already in the contract shall not exceed 50% of the deviation limit prescribed in contract. These items will be called Non Tendered Items and the rates for the same will be approved by Approved by NAeL. However, the total value of work including deviation and Non-tendered items shall not exceed the prescribed deviation limit
- e) Deviations during the execution beyond the deviation limit shall be approved by NAeL and contractor shall execute amendment to contract agreement.
- f) Price escalation clause is applicable only for the works when estimated value exceeds one hundred Lakhs and completion period of the work 06 Months or above.
- g) The price excalation amount payable under contract clause No. 51 (Special Conditions of contract) shall not be considered as part of deviation.

15.2 PRICING OF DEVIATION

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

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

Where the rate cannot directly be derived from schedule ‘A’, the same will be worked out with reference to schedule A and standard schedule of rates on Pro Rata Basis with percentage of application and above the same. Here also if the schedule rates are HFR rates, the same shall not be used for derivation.

Where the above alternatives are not possible, the rate will be taken/ derived from Standard Schedule of rates and increased/ decreased by the Contractor’s percentage [Tender Percentage] for pricing of deviations as inserted in the contract. The contractors percentage worked out based on NAeL estimate shall be intimated to the contractor when Acceptance / work order is issued.

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



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

e) For pricing of freak rate item (HFR/LFR) the rates for the quantities varied up to 20% will be considered same as quoted rates.

f) The high freak rate items which are varied beyond 20% will be considered as “Non Tendered Items” and the rates will be worked out based on Market rate or quoted rate whichever is lower.

16. ACCEPTANCE OF TENDER:

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

17. RIGHT TO ACCEPT THE CONTRACT:

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

18.1 TIME DELAY AND EXTENSION:

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

And further to ensure good progress during the execution of the work the Contractor shall be bound in all cases, in which the time allowed for the work exceeds one month to complete $\frac{1}{4}$ of the whole work before $\frac{1}{4}$ of the whole time allowed under the contract has lapsed, $\frac{1}{2}$ of the work before $\frac{1}{2}$ of the such time has lapsed and $\frac{3}{4}$ of the work before $\frac{3}{4}$ of such time has lapsed. In the event of the Contractor failing to comply with the condition an amount equal to sum calculated in accordance with Clause 18.3 shall be withheld for that period and paid back if the Contractor makes up the lost time by the next period provided



always that the entire amount of penalty to be imposed shall not exceed maximum limits as stipulated in Clause 18.3 (b).

18.2 IF THE WORKS BE DELAYED:

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

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

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

18.2a. FORCE MAJEURE:

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

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earth quake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, order or



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requisitions issued by a Government department or competent authority (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such nonperformance or delay in performance, if not covered under insurance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c) In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding.
- d) If the contractor is foreclosed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- e) If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

18.3 PENALTY FOR DELAY IN EXECUTION:

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

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

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

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



19.1 SUSPENSION OF WORK:

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

19.2 CANCELLATION OF CONTRACT FOR CONTRACTOR'S DEFAULT

If the Contractor:

- a) Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in that state after a reasonable notice from Engineer-in-Charge [EIC].
- b) In the opinion of the EIC at any time, whether before or after extended date for completion, the contractor makes a default in proceeding with the work with due diligence and continues in that state even after a reasonable notice from EIC
- c) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under or, fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion or fail to achieve the progress as set out.
- d) The accepting officer may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to NAeL cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the accepting officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work at the Contractor's risk and cost.
- e) If the cost of completion as invited exceeds the money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by Accepting Officer, or recovered from the payment due to him from any other contract under the Division / other Divisions of NAeL or the same shall be recovered from the contractor by legal means. If the cost of completion as invited is less than the money due to the contractor same will not be refunded.
- f) In case NAeL completes the work or any part thereof under provisions of this condition the cost of such completion is to be taken into account in determining the excess cost to be charged to the contractor, such charges under this condition shall consist of the cost of materials purchased/and/or labour provided by NAeL with an addition of such percentage to cover supervision charges and establishment charges as may be decided by the Accepting Officer whose decision shall be final and binding.



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

19.3. FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS:

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

The amount of compensation payable to the Contractor due to foreclosure will be decided by the competent authority of NAeL.

20. ENCLOSURES:

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

21. MODIFICATION OF SPECIFICATIONS:

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

22. EARNEST MONEY DEPOSIT:

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

23. SECURITY DEPOSIT:

a) The successful tenderer will be required to furnish security deposit for the fulfillment of contract. The security deposit shall be 10% of the original contract sum. This amount will not be altered during the



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execution of work due to deviation, either plus or minus.

Security Deposit shall consist of two parts;

- b) Performance Guarantee to be submitted at award of work, and
- c) Retention money to be recovered from Running Bills
- d) Performance Guarantee should be 5% of Contract amount and should be submitted as Bank Guarantee for works costing Rs. 50.00 lakhs and above as per enclosed format in the tender document or DD/Bankers Cheque and to be deposited within 30 days of receipt of letter of acceptance. The issuing bank should send the bank guarantee in sealed envelope directly to NAeL through registered post (AD) in case of submission of BG.
- e) Retention Money will be deducted at 5% from Running Bills. Total of Performance Guarantee & Retention Money will not exceed 10% of Contract amount. However, Retention money recovered will be not be less than 5% of Final Bill value including Deviations if any.
- f) 5% Performance Guarantee will be refunded within 30 days of the issue of the defect liability Certificate (taking over Certificate with a list of defects) / Completion Certificate. Retention money will be refunded after Defects Liability period or on payment of the assessment of the final bill, whichever is later.
- g) The contractor shall deposit the difference between earnest money and full and performance security deposit by Demand Draft / Bank Guarantee within 30 days of acceptance or before commencement of work whichever is earlier.
- h) Any delay in depositing the performance security deposit as above shall attract a penal recovery for the delay period on the balance performance security deposit amount [if EMD is deposited] @ 2 % of performance security deposit per week or part thereof with a maximum penalty of 25% of performance guarantee part of security deposit.
- i) 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.
- j) The contractor will not be generally allowed to start the work unless performance security deposit has been paid. However, in exigency and to facilitate the completion of work, the same may be allowed with the prior approval of NAeL Authority.
- l) Also no payment shall be released to the Contractor unless Security Deposit is submitted and contract agreement is executed.
- m) Whenever a contractor / supplier / vendor fails to supply the store within the delivery period of the



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contract or fails to complete the work by due date of completion of the contract, wherein Bank Guarantee has been furnished for Security Deposit, the extension of period of delay / completion will automatically be taken as agreement for getting the Bank Guarantee extended.

- n) The Bank Guarantee shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the agreement / contract have been fully and properly met by the said contractor (s).
- o) The agency has to extend the bank guarantee in case of period of contract has been extended.
- p) The bank guarantee should be on Non – Judicial Stamp Papers.
- q) The Bank Guarantees issued by Nationalized / Scheduled Banks in India will be acceptable.
- r) Tenderer/s must be very careful to deliver a bonafide tender failing which the Accepting Officer at his absolute discretion shall reserve the right of forfeiting a part or full amount of the Earnest Money Deposit / Security Deposit.

24. RECOVERY OF INCOME TAX

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

25. RUNNING ACCOUNT REMITTANCE (RAR):

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

- 1 Delivery Challan/ Purchase cash memo / Proforma Invoice as applicable for major items incorporated in the work are to be furnished by the Contractor.
- 2 Test certificates produced by the Contractor and/or,
- 3 Laboratory Test certificates if carried out during the period of billing from Authorized Laboratory to ensure the quality as per the contract specification / standards specified.



4 The Theoretical consumption of cement, re-conciliation statement of reinforcement and Structural Steel statements, RMC statement must be enclosed along with each bill of a contract.

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

- (a) Value of work executed after deducting there from the amount already paid.
- (b) All previous running accounts payments
- (c) Charges for electricity and water supplied by NAeL
- (d) Balance mobilization advance with interest recoverable from the Contractor, if any; and
- (e) Any other dues recoverable by NAeL from the Contractor under the present or any other contract.
- (f) Penalties/compensation if any due to noncompliance of statutory provisions.

25.3. PAYMENT OF MATERIAL ADVANCE:

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

- (a) Only non-perishable materials are considered for advance
- (b) The stores have physically been brought to site and have not been incorporated in the work.
- (c) The stores are required for the work
- (d) They have been stored satisfactorily and are not likely to deteriorate in stock; and they have been valued at rates not higher than current market rates. (For the purpose of evaluating the cost of the materials the contractor's bills towards the purchase of the materials will be compared with the derived rate of those materials from the item rates under the contract and 75% of the cost as per the bills or such derived rates whichever is less, will be considered for payment of materials advance.)
- (e) Purchase / Cash vouchers / Proforma of invoices / Test Certificates [wherever required as decided by EIC] are to be furnished by the contractor and the cost/value of material checked with respect to accepted



rate of contract to ensure reasonable payment and required quality.

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

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

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

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

26. PRE-FINAL BILL:

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

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

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

c) In case Final D.O / NTI's are pending for approval from CFA.

d) All the items of work done including the NTI's are reflected in the bill and the bill is signed without any protest / reservations.

e) In order to avoid inordinate delay on part of contractor in submitting the final bills due to meagre amount left after payment of pre-final bill, it is necessary to have a stipulation in the contract that if the final bills are not submitted within one month from the date of receipt of payment against the pre-final bill, the amount so paid will be recovered from any other amount payable to the contractor.

27. FINAL BILL

On completion of the work and recording of measurements of all the items executed including NTI's and



deviations, a final deviation statement will be drawn duly representing the actual quantum of work executed against each item in the BOQ, NTI's and deviations.

- (a) This final deviation statement along with recommendation for extension of time if any shall be submitted to the competent authority for approval. On approval from competent authority the contractor shall submit the final bill in the prescribed format within three months. To enable the contractor to do so, the Engineer-in-charge will furnish to him necessary statements showing recoveries to be made on account of stores issued, hire charges for tools and plant supplied, charges recoverable for electricity and water consumed etc., if any.
- (b) Before submission of the final bill, the contractor should sign a 'no claim certificate' as per format, indicating that he has no claim against the company under the contract in question except as included in the final bill.
- (c) Where the contractor is not in a position to prepare the final bill, or not submitting the final bill due to whatsoever reasons even after Three (3) months from approval of Final D.O/amendment the Engineer--in-Charge may give due notice by registered post/speed post indicating specific time limit for submission of final bill.
- (d) If the contractor is not turning up in spite of the notice, the Engineer In Charge may, prepare the final bill and it will be binding on contractor.
- (e) If the contractor is still not attending, the bill will be processed ex-parte with due intimation to the contractor that no further claim will be entertained on the subject bill thereafter. The Engineer In Charge shall ensure that all recoveries including defect liability deposits etc. have been made from the bill as per the terms of contract.
- (f) On receipt of the final bill duly signed by the Contractor, the same will be scrutinized by the Engineer--in-Charge to see that the claim is in order. He will also attach to the final bill, a statement showing the stores issued for incorporation in work along with recoveries if any, the statement showing the theoretical requirement and the actually incorporated by the contractor in the work, and whether there has been any over – issue / under – issue of stores to the contractor.
- (g) Where either the contractor has not fully utilized the stores issued for incorporation in the work or where the quantities used are less than those theoretically required resulting in work being below specifications, NAeL will examine the case to see what action should be taken against the Contractor.
- (h) At the time of receiving payment of the final bill, the contractor will sign a 'No Claim Certificate as for NAeL format against NAeL stating that they do not have any claim or demand against the subject contract except for the defect liability deposit or any other refundable deposits like EMD for integrity pact etc. If the Contractor does not sign the 'No Claim Certificate', the amount due will not be disbursed to the contractor pending settlement of disputes.



27.1. MAINTENANCE PERIOD AND DEFECT LIABILITY DEPOSIT

The normal period of maintenance for all work 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. A guarantee on stamp paper of prescribed value shall be obtained from the contractor along with the final bill for special nature works.

- a) As soon as any defects in the work come to the notice, the Engineer-in-Charge should request the contractor, in writing, to rectify the defects noticed and inform him that in case he fails to do so within a reasonable time as decided by ATA, NAeL should proceed at his risk & cost and get the work completed. The cost incurred by NAeL 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 NAeL or any other means.
- b) Defect Liability Deposit for a work having combination of civil works and special nature works will be divided into two parts. DLD for the maintenance work will be calculated as above and returned after one year. DLD for special nature work will be calculated based on value of special nature work and 10% of its value [Concerned Items Amount] shall be kept for the DL period as indicated.
- c) Defect liability Deposit, will be released only after no demand certificate 'No Demand Certificate' indicating that there are no demand dues from the contractor under this or any other contract. On receipt of the "No Demand Certificate", Accounts Department will verify whether any amounts are due for recovery from the contractor and after deducting any such amounts, pass the claim for payment. The contractor should, while accepting refund, certify that he has no further claims against NAeL.

28. PROVIDENT FUND BENEFITS:

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

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



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

29. RECOVERY FOR ANY OVER PAYMENT MADE

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

30. DISMANTLED MATERIALS

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

31. MOVEMENT OF RCC DUE TO TEMPERATURE:

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

32. INSURANCE AND INDEMNIFICATION:

- a) All the Insurance shall be arranged by Contractor from First Class Insurance Company duly approved by IRDA and having a Branch near the Site who can deal with all matters pertaining to the subject.
- b) The following policies shall be maintained for the duration of the contract, or the extended period if required.
- c) Contractor's All risk Insurance Policy covering loss, damage, theft, burglary etc. of all materials and equipment, temporary works and the Works shall be insured for the total contract sum
- d) The Contractor shall make available the insurance cover note before the commencement of work, and shall notify any change in the nature or extent of the works and also make available Additional Insurance



of works if required in Special Circumstances.

e) Contractor shall provide for adequate cover to his employees as per provisions of Workmen's Compensation Act.

f) Contractor shall indemnify the Engineer and NAeL from all claims that may arise on account of Contractor's operations at Site.

33. ARBITRATION:

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

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

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

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

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

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

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



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

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

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

33.2 JURISDICTION OF THE COURT

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

34. MOBILISATION ADVANCE (FOR WORKS MORE THAN ₹ 100.00 LAKH (INTEREST BEARING ONLY)

The interested contractor may give specific request for granting of mobilization advance to the Engineer-in-Charge. The Engineer-in-charge shall obtain necessary approval and inform the contractor for arranging Bank Guarantee issued from Nationalized/scheduled bank and the rate of interest shall be charged of SBI Prime Lending Rate (PLR). The quantum of advance may be regulated as under:

- (a) 75% of purchase price of new machinery for plant and equipment specifically acquired for the work and brought to site, against production of documents in support thereof and subject to the condition that the Engineer-in-Charge considers the price as reasonable and that plant and equipment are necessary for the works. The advance against plant and equipment shall not exceed 6% of the contract sum.
- (b) A lump sum advance not exceeding 4% of the contract sum.
- (c) Total sum of (a) and (b) above to be given as advance shall not exceed 10% of the contract sum
- (d) Mobilization advance will be paid in two equal installments, the 1st installment within 30 days of signing the acceptance letter and production of Bank Guarantee. The 2nd installment will be paid after



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the Engineer-in-Charge certifies that sufficient Mobilization has taken place and work upto 10% of the contract value has been executed.

- (e) The issuing bank should send the Bank Guarantee in sealed envelope directly to NAeL through registered post (AD) in case of submission of BG. The Bank Guarantee given by the Tenderer/Contractor will be verified from the issuing Bank also.
- (f) The Bank Guarantee etc. taken towards security of “Mobilization Advance” shall be 110% of the material advance.
- (g) The contractor shall furnish the Bank Guarantee in NAeL’s prescribed format towards mobilization advance, inclusive of interest calculated considering the recovery schedule. However, part ‘Bank Guarantee’ (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.
- (h) Any delay in recovery / refund of mobilization advance beyond stipulated period shall attract penal interest at 4 % over and above SBI PLR as considered above is payable by the contractor to NAeL.
- (i) In case of ‘Machinery and Equipment advance’ insurance and hypothecation to the employer shall be ensured by the contractor.
- (j) Utilization certificate from the contractor for the mobilization advance shall be submitted to NAeL. Mobilization advance will be given in installments and subsequent installments will be released after getting satisfactory utilization certificate from the contractor for the earlier installment.
- (k) The rate of interest / penal interest shall undergo a change depending upon change in prime lending rate.
- (l) The Bank Guarantees shall be valid up to the stipulated period of recovery / refund plus sixty days. The Bank Guarantees will be discharged on recovery of entire mobilization advance together with interest thereon.
- (m) If the contract is terminated due to default of the contractor, the Mobilization Advance would be deemed as interest bearing advance at an interest rate of 18% to be compounded quarterly.

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

The Contractor shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the specification and to the satisfaction of the Engineering Service. The Contractor shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act 1963, Employer liability Act 1933, workmen’s compensation Act 1923, ESI Act or any other Act or enactment relating there to and rules framed there under from time to time. The Contractor shall engage labour only on and during the hours of



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working day unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the Management.

36. FAIR WAGE:

1. The Contractor shall pay wages not less than fair wages to laborers, workmen engaged by him on the work fair wage means wage for the various categories of labour workmen fixed from time to time by the Labour Authorities of the area. The Contractor shall ascertain the minimum fair wage prevailing in the area before submitting tender. The Contractor should also abide by all the regulations of labour in regard to the payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made, maintenance of wage book, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

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

- a) Safeguard the welfare and health of laborers.
- b) Ensuing timely payment of wages to the laborers by the contractor.
- c) Provide Rest room and canteen facility and first aid facility.
- d) Obtain Registration Certificate and License by the competent authority.

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

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



- a) The contribution of Provident Fund which is at present 12% or as revised shall be recovered from the wages of laborers by the Contractors and the Contractor, as an employer shall also have to contribute an equal amount and remit the same to PF authorities latest by 20th of every following month or as per Law.
- b) Under the ESI Act 1948, as amended from time to time the Contractor shall have to recover employees weekly contributions from their wages and also the Contractor as an employer shall contribute his weekly contribution as shown in the table below and remit the same to ESI authorities latest by 20th of the following month or as per Law.

37.ESI PAYMENT :

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

Minimum daily wage of employee	Employees contribution (recoverable from Employee).	Employer's contribution	Total contribution (Employees & Employer's contribution)
As notified by Statutory Government agency from time to time	1.75% of the wages (to be 5% of the wages competed for each person) (Rounded off to next higher rupee).	4.75% of the wages	6.5% of the wages

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

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

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

39.CONTRACT AGREEMENT:

The Contractor shall submit the contract agreement on a stamp paper of Rs.100/in a prescribed form duly signed within thirty days of issue of Acceptance Letter to the Manager (Maintenance), Plant Maintenance Department, Naini Aerospace Limited, Naini, Allahabad, failing which penalty of Rs.2500/-per week delay to a maximum of Rs. 10,000/will be levied for delay in submission.



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40. LABOUR LICENCE:

The contractor shall obtain labour license from Competent Authority [Central Government] within thirty days of issue of acceptance and submit to the Officer-in-Charge / Engineer-in-charge. The cost of obtaining licence i.e. 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 Engineer-in-Charge. The contractor shall also submit an Indemnity Bond (as per the proforma enclosed) executed on a stamp paper of Rs.100/indemnifying NAeL against all the statutory requirement of the Labour Department

41. CORRUPT OR FRAUDULENT PRACTICES:

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

- a) Defines, for the purpose of these provisions, the items set forth below as follows.
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- c) "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 noncompetitive levels and to deprive the Employer of the benefits of free and open competition.
- d) "Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question." d) "Will declare a Bidder ineligible, either indefinitely or for a stated period of time to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, the contract."

42. INTERPRETATION

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

43. TERMINATION OF CONTRACT FOR DEATH:

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies or attains



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legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Contractor. NAeL shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.

- a) Fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion.
- b) The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter NAeL cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to NAeL. If the cost of completion exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Contractor by other means.
- c) In case NAeL completes the work or any part thereof under provisions of this condition the cost of such completion to be taken into account for determining the excess cost to be charged to the Contractor under this condition, it shall consist of the cost of materials purchased / and / or labour provided by NAeL which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-Charge whose decision shall be final and conclusive.

44. SECRECY:

1. The Contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the contract have notice that Indian Official Secrets Act, 1923 (XIX of 1923) applies to them & will continue to so apply even after the completion of such works under the contract.
2. The contract is confidential and must be strictly confined to the Contractors own use (except so far as confidential disclosure to Sub Contractors or suppliers is necessary) and to the purpose of the contract. All documents/drawings thereof and there from furnished to the Contractor shall be returned to the Employer on completion of the work or the earlier determination of the contract (cost nonrefundable).
3. The Contractor shall employ only Indian Nationals as his representatives, agents, servants and workmen and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the works. If for reasons of technical collaboration or other consideration, the employment of any Foreign Nationals is unavoidable, the Contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his tender.
4. NAeL or his nominee shall have full powers and without giving any reason to require the Contractor



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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

45. PATENT RIGHTS:

The Contractor shall fully indemnify NAeL or the Agent, servant, or employee of NAeL 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 NAeL or any agent, or servant or employee of NAeL 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 NAeL in writing but the Contractor shall pay any royalties payable in respect of any such use.

46. Responsibility of Contractor against risks :

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

47. Inspection of work:

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

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



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

48. APPROVAL OF WORKS BY STAGES:

All work consisting of more than one process shall be subject to examination and approval at each stage by the Engineer-in-Charge or his nominee thereof and the Contractor shall give due notice in writing to the Engineer-in-Charge when such stage is ready. Approval of works by stages shall be recorded in Stage Passing Register. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive. If any work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of the Engineer-in-charge. Also in the event of failure of the Contractor to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge at the Contractor's expense.

49. SUBMISSION OF AGREEMENTS, BANK GUARANTEES, HYPOTHECATION DEEDS ETC.

a) 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. The issuing bank should send the bank guarantee in sealed envelope directly to NAeL through registered post (AD) in case of submission of BG.

50. ENCASHMENT OF BANK GUARANTEE:

NAeL shall have full rights whatsoever to encash any Bank Guarantee executed under this contract at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by NAeL 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 NAeL as to what amount is due to NAeL 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 NAeL without the Contractors consent and without referring the matter to the Contractor. Courts at Allahabad will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.



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Issuing Officer

51. PRICE ESCALATION & ADJUSTMENT:

PRICE ESCALATION CLAUSE this clause is applicable only for the works when estimated value exceeds one hundred Lakhs and completion period of the work 06 Moths or above:

This clause is operated based on the mile stone of progress of work value wise. Important mile stones based on value of work to be brought out by the agency after award of work and it shall be agreed by NAeL before commencement of work with the approval of Divisional head. However, value of work shall be assessed o preparation of RAR by Engineer-in-Charge including payable material advance. Escalation will be paid subject to completion of mile stone within schedule time. However if the agency makes up for the lost time and achieves the next milestone within the stipulated time of that milestone, then escalation shall be paid for the entire period up to that milestone.

- a. The price escalation is payable for materials, labour & fuel as a part of compensation for the increase during currency of contract. However, the index (W 1, F1, L1) will be frozen as on the scheduled date of completion as mentioned in work order whatsoever reason attributed for extension of time. Escalation is payable beyond schedule date of completion in extended period (if without penalty) with frozen index. If the index decreases during the extended period, same shall be considered for final settlement.
- b. The index (W 1, 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 200405) for the period under reckoning as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce (<http://eaindustry.nic.in>) and L1 for labour all India Consumer Price Index Numbers for Unskilled adult mazdoor (base 2001 = 100) issued by Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C) New Delhi for CONSTRUCTION OR MAINTERNANCE OF ROADS OR RUNWAYS OR IN BUILDIG OPERATIONS etc. by annually is available on website <http://labour.nic.in> under minimum wages n mines and establishment falling under Govt. of India (Refer Annexure “Z”) for the period of the Bill under consideration viz from date of pervious bill (date of commencement in case of first bill) to date of current bills (date of virtual completion in case of final bill or any earlier cutoff date as fixed). In case the bill is prepared between first and fifteenth day of a particular month, the index of previous month is to be considered as W1, F1, L1. However if the bill is prepared on 16th day of the month or thereafter, the index for that particular month shall be reckoned.
- c. Reimbursement / Refund on variation in price of Construction Materials:

$$V_m = \{(60/100) (R_n - R_{n1}) + M_n - M_{n1}\} \{W1W0/W1\} \text{ where}$$

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_{n1} = Gross value of work done [Excluding advance on materials at site considered in the bill prior to the period under reckoning]



W1= Average all India wholesale Price Index for all commodities (Base = 100), 200405 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.

Wo=All India Wholesale Price Index for all commodities on the last date for submission of tender [including extended date if any] Mn 1 = Advance against materials at site above considered in the bill prior to the period under reckoning.

- d. 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.

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

- e. Reimbursement / Refund on variation in prices of fuel cost component for the contract as a whole shall be taken KP % of the value of the work executed under the contract. Value of KP is given here below.

$VF = \{ [1.5X(R_n - R_{n-1})] / 100 \} \times [(F_1 - F_0)/F_0]$ where

VF = Variation in prices of fuel to be adjusted

F1 = Whole sale price index for sub group for fuel & power [base 200405 = 100] published by economic adviser to Government of India.

F0 = As for F1 but the index as on the last due date for receipt of tenders.

- f. Reimbursement / Refund on variation in prices of Labour

$VL = \{ [20X (R_n - R_{n-1})] / 100 \} \times [L_1 - L_0] / L_0$

VL = Variation in price of labour i.e. increase or decreases in the amount in rupees to be reimbursed or recovered L1 = Average all India Consumer Price Index Numbers for Workers – CPI(IW) [base 2001 = 100] declared by Labour Bureau, Govt of India for CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR INBUILDING 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.

L0 = All India consumer price index Numbers for Industrial workers [base 2001= 100) ruling on the last date of submission of tender. (if the last date of submission of tender is between 1st and 15th of any month, then previous month economic index is considered as Lo. 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 Lo)

NOTES:

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



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

AGREEMENT

CONTRACT No. –

CONTRACT FOR –

ARTICLE OF AGREEMENT made on this ____ day of _____ Two Thousand _____ between the Naini Aerospace Limited, Naini, Allahabad, UP-211010, hereinafter called “NAeL” or ‘Company’ (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the one part and M/s. _____ having its registered office at _____ hereafter called the “Contractor” (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

Whereas the Contractor/s has/have by tender dated _____ amended by the Contractor’s letter no. _____ dated _____ offered to execute and fully complete the intended works in connection with “_____” in the Company’s Factory area, for the Company, as set forth in the tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule hereto annexed according to the terms, obligations and

conditions therein contained at and for an approximate total sum of ` _____ (Rupees _____ **only**) and the Company has accepted such itemized rate tender in terms of its letter no. _____ dated _____. Sales Tax in all cases being always the Contractor’s/ Contractors’ responsibility.

Now, This Agreement witnesseth as follows: The Contractor/s covenant/s and agree/s with the Company that the Contractor/s will within the time of ____ Months from the date stipulated in the work order and in the manner and pursuant and subject to all and singular the terms, obligations and conditions in the said tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule provided, contained and referred to execute and fully complete all and singular the works specified, described or referred to in and by the said tender as amended and the Drawings, General Conditions, Special Conditions, Specifications and Bill of Quantities and Schedule and will well and truly observe, perform, fulfill, submit to and keep all the said terms, obligations, conditions and matters in the said tender as amended and the Drawings, General Conditions, Special Conditions, Specifications and Bill of Quantities and Schedule contained and referred to and on the part of the



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Issuing Officer

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 Manager (Maintenance) or any Officer of the Company so authorizes may, without prejudice to the right of the Company to recover from the Contractor, damages for the breach of the contract, terminate the 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 CEO, NAeL or accepting authority of NAeL is final with regard to the satisfactory performance of the contract and is binding on both the parties.
5. In the event of any dispute arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitration of an Engineer Officer to be appointed by the CEO of the Company.
6. The following documents are deemed to form part of this agreement, namely the tender document including the General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices and the Drawings mentioned in the Specifications, all of which for the purposes of identification have been signed by the Manager (Maintenance), 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.



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7. "This agreement further witnesseth that the Contractor/s is/are responsible for any accident/s or other compensation payable to anybody including contract labour employed by or out of the contract arising out of and in the course of execution of this contract and the Company is no way responsible / liable for any payment whatsoever to be made by the Contractor. If for any reason/s the Company is made liable to pay a compensation for any accident arising out of and in the course of execution of this contract, the Contractor shall indemnify the Company to the extent of compensation awarded / ordered by any authority."
8. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen at **Allahabad** and only Courts in **Allahabad** shall have jurisdiction to determine the same.

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

For NAINI AEROSPACE LIMITED

SIGNATURE OF CONTRACTOR

Witnesses;

1.

2.

Witnesses;

1.

2.



Signature of Tenderer

Issuing Officer

FORMAT OF INDEMNITY BOND

(TO BE EXECUTED ON STAMP PAPER OF VALUE Rs. 100/)

This Indemnity Bond is executed on ____ day of ____ 200__ in favour of M/s Naini Aerospace 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 Naini, Allahabad- 211010 (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 NAeL (herein after called as the “Contractor” which expression shall mean and include his heirs, executors, administrators, successors and assigns)

Whereas the Contractor/s has/have by tender dated _____ amended by the Contractor’s letter no. _____ dated _____ offered to execute and fully complete the intended works in connection with

“ _____ ” in the Company’s Factory area, for the Company, as set forth in the tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of _____ (Rupees _____ only) and the Company has accepted such itemized rate tender in terms of its letter no. _____ dated _____. Sales Tax in all cases being always the Contractor’s/ Contractors’ responsibility

NOW THE INDEMNITY WITNESSTH AS FOLLOWS.

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

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

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

WHEREAS the contractor indemnifies the company for any claims from any other agency / statutory bodies which may arise due to the operation or neglect or omission of that agency involved in carrying out



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of this contract in whatsoever manner to the person/s or property of NAeL even though the contractor has taken utmost precaution against accident or injury.

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

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

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

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

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

WITNESSES

CONTRACTOR

1
2

NOTARY



Signature of Tenderer

Issuing Officer

FORMAT OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

1. In consideration of the NAINI AEROSPACE LIMITED (hereinafter called as “NAeL”) having agreed to exempt _____ [hereinafter called “the said Contractor/Supplier(s)”] from the demand, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called “the said Agreement”/ said Contract/ said Order), made between _____ and _____ for _____ (indicate the scope of supply) of security deposit for the due fulfilment by the said Contractor/Supplier(s) of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in ` / Foreign Currency)(_____ Only), We, _____, (hereinafter referred (indicate the name of the bank) to as “the Bank”) at the request of _____ [contractor/supplier(s)] do hereby undertake to pay to NAeL 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 NAeL 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 NAeL 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 NAeL by reason of breach by the said contractor(s)/supplier of any of the terms or conditions contained in the said Agreement./Contract/Order or by reason of the contractor(s)’ failure to perform the said Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in ` / Foreign Currency).

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

We, _____ (indicate the name of bank) further agree with NAeL that NAeL 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 NAeL 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 NAeL or any indulgence by NAeL 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 NAeL 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(Sixty) days after the last delivery/Services against the contract. The Bank Guarantee will continue to be enforceable till all the dues of NAeL under or by virtue of the said Agreement / Contract/Order have been fully paid and its claims satisfied or discharged or till NAeL 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).



Signature of Tenderer

Issuing Officer

FORMAT OF AFFIDAVIT

Sir,

Sub: Authority:

I, the undersigned hereby state that labourers / employees working [As per list enclosed] for M/s. _____ NAeL Contract No. _____

_____ are free from all adverse antecedents. In the event of any unusual act / incidents / accidents caused by the labourers / employees working for M/s. _____ I take full responsibility for the lapses and misconduct on the part of labourers engaged by me.

Thanking You

Yours faithfully, Signature: Name: NAeL Pass No:

ESI PAYMENT :

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

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

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

Payment Mode:-

- The payment shall be made only through Electronic Fund Transfer mode.
- The vendors / contractor has to accept payment only through Electronic fund Transfer mode by opening their account with IFS Coded Bank/Branches participating in NEFT/RTGS.
- The Payment through Electronic fund Transfer made shall be mode mandatory in future and the vendors / contractors are required to furnish their detail to the Bills payable department of finance as per the attached E-Payment format.
- The charge levied by the sponsor bank is in line with bank wise charge as notified by RBI and same shall be recovered from the beneficiary.

For Naini Aerospace Limited
Naini, Allahabad



Signature of Tenderer

Issuing Officer

Annexure – L**FORMAT OF UNDERTAKING TO BE FURNISHED AND SUBMIT BY THE CONTRACTOR**

NAME OF WORK: Execution of Civil work & Electrical work for conversion of half of the existing offices in Admin Block to transit accommodation at NAeL, Naini, Allahabad

CA.No. NAeL/Civil/2021-22/021

From,

M/s _____

To,

Commercial Head,
Naini Aerospace Limited,
(NAeL), Naini, Allahabad. (UP) – 211010.

Sub: Tender for Contract No. **NAeL/Civil/2021-22/021**

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 collected from the office of competent authority at NAeL, 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 collected from the office of competent authority and having read and understood all the contents of the Tender Document. 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

Your Faithfully,



Signature of Tenderer

Issuing Officer



NAINI AEROSPACE LIMITED
NAINI, ALLAHABD.
CIVIL ENGINEERING DEPARTMENT

NAeL/Civil/2021-22/021

Dt: 15.05.21

NOTICE INVITING OPEN-TENDER

Open tender are invited in Two Bid system (i.e. Technical Bid & Financial Bid) for work mentioned below in Open tender from Contractor (Indian Nationals / Firms only) and free view on NIT is available on the Notice Board at NAeL and on company website (<http://nael.co.in>) also. Interested agencies are requested to collect the tender document comprise Technical Bid, Price Bid and General Conditions. The Technical Bid and Price Bid will be filled, signed by the contractor and submitted to the office of undersigned before the last date & time of submission as mentioned in the tender notice. The credentials as listed below shall be submitted to the office.

Sl. No.	Name of Work	Approx. Estimated Cost (In Lakh)	Cost of Tender (Rs.)	EMD (Rs.)	Period of Completion	Last date issue of Tender Document	Last date submission of Tender	Date of opening of Tender
1.	2.	3.	4.	5.	6.	7.	8.	9.
1.	Execution of Civil work & Electrical work for conversion of half of the existing offices in Admin Block to transit accommodation at NAeL, Naini, Allahabad.	₹ 3.25 (Including GST)	₹ 885/- (Including GST)	₹ 3,250/-	02 (two) Months	14.06.21 Up To 16:00 hrs	15.06.21 Up To 14:00 hrs	15.06.21 At 14:30 hrs

Tender Documents can be downloaded from our website (<http://nael.co.in>). However applicable Tender fee and EMD will be paid by vendors at the time of submission of Tender, through DD/ Pay Order/ Banker's cheque.

Date of opening of Technical Bid 15.06.21

Date of opening of Price Bid will be intimated to the eligible parties later on.

NA
15.05.2021

Signature of Tenderer

For Issuing Officer

1. Intending parties having credentials as mentioned below may participate in open tendering the pre-qualification requirements for the works are as under:

- a) List of similar works executed in the past 7 years with value, schedule period of completion reasons for delay in completion, if any, and salient features of works, with documentary evidence of satisfactory completion.
- b) Copy of PAN No. / GST No. registration certificate issued by Income Tax & Goods and Services Tax Authority.
- c) Proof of Proprietary / Partnership firm or company & authorized person for receiving or signing the documents to be submitted. Partnership firms shall submit partnership deed registered from firm & society chit under partnership Act. 1932.
- d) Registration with NAeL / Other organization, if any.
- e) Income Tax Returns for the last three years.
- f) Annual Turnover for the last three years.
- g) Plant & Machinery details for the work.
- h) Value of work on hand as on date of submission of tender also indicating the stipulated period of completion.
- i) Bank Balance statement for the last three months.
- j) Overdraft facilities available with the agencies.
- k) Balance sheet for the last three years.
- l) Intending parties are required to submit an undertaking which is to be given in the following format:

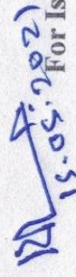
I/We declare and confirm that:

- i) All the information and attachments submitted in the technical bid/envelop 'A' are true and correct.
- ii) There is no suppression or concealment of information/document with regard to execution of similar work during the last 7 years.
- iii) I/We are aware that any false information provided herein will result in the rejection of my/our tender.

2. **Essential Criteria:** The intending tenderers will have to submit the following criteria in order to be eligible for qualifying in technical bid.

- a) **Annual Turn Over:** Average annual financial turnover during the last 3 years ending 31st March of the previous financial year i.e., Fy. 18-19, Fy. 19-20 & Fy. 20-21 should be at least 30% of the approx. estimated amount put to tender. Copy of balance sheet/Auditor's statement or other relevant document to be attached.
- b) **EMD:** EMD of required amount specified in NIT to be furnished in the form of DD/Pay order/Banker's cheque from the nationalized / scheduled bank payable to Naini Aerospace Limited, Allahabad & deposition of EMD through any other form will not be accepted. The original EMD should be submitted along with the technical bid on the last date of submission

Signature of Tenderer


15.05.2021
For Issuing Officer

of tender document as mentioned in tender notice. However the details of DD no. date etc. to be provided in the technical bid.

Moreover exemption of EMD to N.S.I.C registered MSME Contractors/Vendors/Parties shall be applicable as per notification/guidelines of Govt. of India.

- c) **Tender Cost:** The tender cost of required amount specified in NIT to be furnished in the form of DD/Pay order/Banker's cheque from the nationalized / scheduled bank payable to Naini Aerospace Limited, Allahabad & deposition of tender cost through any other form will not be accepted. The tender document will be issued after the receiving of DD/Pay order/Banker's cheque(in case of issue of tender document from Civil Department of NAeL office).

Moreover exemption of tender cost to N.S.I.C registered MSME Contractors/Vendors/Parties shall be applicable as per notification/guidelines of Govt. of India.

- i) The cost of tender document and EMD should reach to the following address on the last date of submission of Tender document as mentioned in tender notice failing which tender will not be opened and any postal delay or any other reasons whatsoever shall not be considered:

Commercial Head

Naini Aerospace Limited (NAeL)

UPSIDC Ind. Area, Post – TSL,

Naini, Allahabad (U.P.) - 211010

[Telephone No. 0532-2687754]

[Fax No. 0532-2687751]

E-mail. nael10naini@gmail.com

- d) **Solvency:** Latest Solvency certificate for minimum 40% of the estimated amount issued by a Nationalized / Scheduled Bank with in a period 12 Months from the final date of submission of tender.

- e) **Experience:** Experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which applications are invited should be one 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.

Definition of similar work, the purpose of that the completion should be in Civil & Electrical work. The work should be completed as a whole. Partial value / Completion will not be considered.

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

Signature of Tenderer

For Issuing Officer

15.05.2021

3. This advertisement can also be seen on notice board at NAeL, Naini, Allahabad. Tenders received without earnest money & tender cost or those which are incomplete or conditional will be rejected.
4. Since this is an open tendering, any manual errors committed during the process of tendering. The tenderer shall not have any claim whatsoever in this regard.
5. The rates should be quoted in figure and words both. In the event of any discrepancy between description in words and figures of rate quoted by the tenderer, the following procedure shall be followed.
 - a) When there is a difference between the rates in figures and in words, the rate which corresponds to the amount worked out by the contractor, shall be taken as correct.
 - b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
6. Tender documents duly filled with in the last date of submission as mentioned in the tender notice. The last date of receipt of tender will not be extended under any circumstances, unless otherwise the date is declared as a holiday for NAeL, then in such case the next working day in NAeL will be treated as the last scheduled/notified date for that purpose.
7. The tenderer will submit the "LETTER OF UNDERTAKING" duly signed (as per the format enclosed) of the Technical bid and submit the same along with other documents.
8. The tenderer will be required to keep their offers open upto 90 days 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.

Thanking you

Notice Board:

1. M/s H.A.L. Accessories Division, Lucknow.
2. M/s H.A.L. Transport Aircraft Division, Post, Chakeri, Kanpur.
3. M/s H.A.L. Avionics Division, Korwa, Post, Amethi, Distt. Sultanpur
4. M/s NAeL, Naini, Allahabad.
5. M/s I.T.I Naini, Allahabad.
6. Vendors as per list attached.

15.05.2024

Signature of Tenderer

For Issuing Officer



NAINI AEROSPACE LIMITED
NAINI, ALLAHABD.

Name &Address of the firm	
--	--

**Name of work:- Execution of Civil work & Electrical work for conversion of half of
the existing offices in Admin Block to transit accommodation at NAeL, Naini,
Allahabad**

PART – ‘A’
(Technical -Bid)

CONTRACT NO. NAeL/Civil/2021-22/021

A handwritten signature in purple ink, appearing to be 'RA' followed by a stylized flourish.

Signature of Tenderer

Issuing Officer

Part 'A' TECHNICAL BID.

Appendix 'A'

PRE-QUALIFICATION DETAILS OF APPLICANTS

Note:1. May Enclose a separate sheet along with Annexures name and No., if space provided below is not sufficient.

2.Contractors are requested to write in the shaded portion only.

Section 1: Applicant's Particulars

Name of the Individual / Firm / Company:			
Constitutional or Legal Status of the firm (Prop./Pvt.Ltd./Ltd./Partnership/JV/ Others)			
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 NAeL terms & conditions for this contract and declare that the particulars shown herein are true & correct in every detail.'

Name :

--

Designation:

--

Date :

--

Details of persons holding the power of Attorney [If different from above]

(Submit, attested copy of Notarized Power of Attorney)

Name

--

Tel No.:

--

Mob:

--

Position

--

Fax No.:

--



Section 2: Applicant's Profile

2.1 Registration of the firm with different organization as below (Attach necessary certificates from the Companies furnished below if any):

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

2.2 Submit Company's Memorandum of Association and Articles of Association/Partnership Deed (as applicable) to be enclosed. Board resolution paper may be enclosed along with the memorandum of association. (Write Enclosed/Not Enclosed).

--



Section 3: Additional Details

3.1 Please furnish the detail along with documentary proof of the following [Write Documentary Proof Enclosed/Not Enclosed]

PAN NO.	
---------	--

3.2 Information on litigation history in which the Bidder is involved (Write Yes/No in Col.5).

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 (if Yes) [Write attached/Not attached].				

3.3 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? (Write Yes/No).

--

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

3.4 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? (Write 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)		
		Scheduled	Actual	Assessed	Paid	
1	2	3	4	5	6	7
Details Attached (if Yes) [Write attached/Not attached].						

RLD

Section 4 – Prequalification Category

Write Enclosed/Not Enclosed

4.1 PAN number allotted to the firm / individual.
(Proof to be submitted)

4.2 GST Registration number of the firm /individual.
(Proof to be submitted)

4.3 Solvency for a **minimum 40% of the estimated amount** issued within a period 12 months from the final date of submission of tender.

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

4.4 Annual turnover in the past 3 years ending 31.03.2021.

Note:- The annual turnover should be supported with audited financial statements of the concerned year. The average annual turnover for the last three years (starting from 2018-19 onwards) as above should not be less than 30 (Thirty) % of the estimated cost as indicated in the tender document. It is mandatory to furnish all the three year annual turnovers failing which tender are liable to be rejected.

Year	Annual Turnover (Rs. In Lakh)	Average Annual Turnover for last three Years (Rs. In Lakh)
2020-21		
2019-20		
2018-19		



4.5 Experience details

Experience of having successfully completed similar works during last seven (07) years should either of the following (*Work completed as a whole only shall be considered as experience; Ongoing work/partially Completed works/ Work-orders shall not be considered as experience certificate*). One self attested copy of experience certificate must be submitted.

(a) ONE similar completed work costing not less than 80% of the amount put to tender.

S. No.	Name of the Work	Date Of Completion	Completed Cost	Completion Certificate [Mandatory] Write Enclosed/Not Enclosed	Name, address & Phone no. of the client
1					

Note: Completion certificate issued by the client should contain Completed value of the work, date of completion duly supported by agreement copy & work order copy. TDS certificate is to be enclosed in case the client is a private firm. Tender offer shall be liable for REJECTION if the tenderer has not furnished the Completion certificate with prescribed detail as above.

OR

(b) TWO similar completed works costing not less than 50% of the amount put to tender

S. No.	Name of the Work	Date Of Completion	Completed Cost	Completion Certificate [Mandatory] Write Enclosed/Not Enclosed	Name, address & Phone no. of the client
1					
2					

Note: Completion certificate issued by the client should contain completed value of the work, date of completion duly supported by agreement copy & work order copy .TDS certificate is to be enclosed in case the client is a private firm. Tender offer shall be liable for REJECTION if the tenderer has not furnished the Completion certificate with prescribed detail as above.

OR

(c) **THREE** similar completed works costing not less than **40%** of the amount put to tender

S. No.	Name of the Work	Date Of Completion	Completed Cost	Completion Certificate [Mandatory] Write Enclosed/Not Enclosed	Name, address & Phone no. of the client
1					
2					
3					

Note: Completion certificate issued by the client should contain Completed value of the work, date of completion, duly supported by Work-order copy & agreement copy. TDS certificate is to be enclosed in case the client is a private firm. Tender offer shall be liable for REJECTION if the tenderer has not furnished the Completion certificate with prescribed detail as above.

Similar Works- Experience in carrying out Civil with Electrical work etc. shall be considered as similar works.

DECLARATION

4.7. I/We declare and confirm that -

- All information and attachments submitted in this application are true and correct.
- I/We are aware that any false information provided herein will result in the rejection of my application and suspension of any registrations granted.
- I/We shall not make refund claims of expenditure incurred in processing this application.

4.8. I/We enclose herewith a pay order / banker's draft number:

drawn on Bank:

for Rs.

as Cost of Tender Document/EMD.

Branch & address

Name

Date:

Designation:

Signature of Applicant/Contractor holding power of attorney





**NAINI AEROSPACE LIMITED
NAINI, ALLAHABD.**

Name &Address of the firm	
--	--

**Name of work:- Execution of Civil work & Electrical work for conversion of half of
the existing offices in Admin Block to transit accommodation at NAeL, Naini,
Allahabad**

PART – ‘B’
(Price -Bid)

CONTRACT NO. NAeL/Civil/2021-22/021

Signature of Tenderer

Issuing Officer



**QUOTED RATES SHOULD BE WITHOUT GST AND
OTHER TAXES.**

NAINI AEROSPACE LIMITED (NAeL)
NAINI, ALLAHABAD

Name of Contractor	
Address	

Bill of Quantity for the work "Execution of Civil work & Electrical work for conversion of half of the existing offices in Admin Block to transit accommodation at NAeL, Naini, Allahabad."

CA. No. NAeL/Civil/2021-22/021

Sl. No	Description of Item	Unit	Qty	Rate per unit in figure	Rate per unit in words	Amount
1	Taking down carefully joineries like Steel/wooden chowkhat/rolling shutter along with shutter (without damaging of shutter) frame area n. exe. 1.5 sqm to any size including removal of hinges, nails etc. & depositing in CWD store complete as directed by EIC.	Each	5.00			
2	Dismantling of plain concrete / brick work, of any description at any height of depth removing the spoil and disposing in the low lying area, distance exe. 0.50 km but exe. 1.50 km including cost of transportation, cleaning the area, etc complete as directed by EIC	Cum	3.00			
3	Excavation in trenches n.exe. 1.5m including return filling	Cum	6.00			
4	P & L PCC 1:4:8	Cum	2.00			
5	Supply & Fixing powder coated Aluminium double leaf Door with chowkhat, including board & glass etc.	Sqm	3.80			
6	S & F Aluminium partition etc.	Sqm	2.40			
7	Dismantling of stone slabs and tiles of any description or thickness in floors, aprons etc.	Sqm	19.00			
8	P & F ceramic wall tiles with cement slurry over sub base of 10 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) etc.	Sqm	90.00			

Sl. No	Description of Item	Unit	Qty	Rate per unit in figure	Rate per unit in words	Amount
9	Supply & Fixing of plain non skid ceramic coloured floor tiles with CM bedding 15 mm thick cement mortar 1:4 etc.	Sqm	23.50			
10	Providing & Laying brick work in walls, drain etc. in cement mortar 1:6 (1 cement : 6 coarse sand) in wall class A First class bricks, straight or curved in plan of any radius, in foundation depth including cost of scaffolding, raking out joints up to 1 cm depth as the work proceeds, curbing etc. complete in all respect as per specification and direction of EIC.	Cum	5.50			
11	P & R of Cement plaster 10 mm thick with CM 1:6	Sqm	60.00			
12	Supply & Fixing factory made solid panel PVC door shutter 30 mm thick (Area of PVC door 0.70X2.00 = 1.40 sqm)	Sqm	5.80			
13	Supply & Fixing factory made (PVC) Door Frame etc.	RM	20.00			
14	Fixing of coloured European EWC with 100 mm PVC 'P' or 'S' trap including health foucet C.P two way bid cock and 15 ltr. Capacity cistern complete work in all respect (All fitting supply by department)	Each	4.00			
15	Fixing pedestal shaped coloured wash basin with complete fittings (All fitting supply by department)	Each	4.00			
16	Fixing shower (All fitting supply by department)	Each	5.00			
17	Fixing 25 mm G.I. pipe, any grade, to walls and ceilings or layiing in floors etc.	RM	50.00			
18	Fixing 20 mm G.I. pipe, any grade, to walls and ceilings or layiing in floors etc.	RM	12.00			
19	Fixing 15 mm G.I. pipe, any grade, to walls and ceilings or layiing in floors etc.	RM	20.00			
20	Fixing 25 mm Gate Valve etc	Each	1.00			
21	Fixing of PVC SWR pipe 110mm dia.	RM	80.00			
22	Fixing of PVC 110 mm dia SWR Bend etc.	Each	12.00			
23	Fixing of PVC SWR pipe 75 mm dia.	RM	20.00			



Sl. No	Description of Item	Unit	Qty	Rate per unit in figure	Rate per unit in words	Amount
24	Fixing of PVC 75 mm dia SWR Bend etc.	Each	8.00			
25	Fixing of PVC SWR pipe 160 mm dia	RM	15.00			
26	Fixing of PVC 160 mm dia SWR bend etc.	Each	4.00			
27	Providing and laying Liquid water proofing compound etc.	Ltr.	4.00			
28	RCC 1:1½:3	Cum	1.50			
29	P & F steel reinforcement (TMT bars)	Kg	100.00			
30	Providing and laying Black Granite tiles 20 mm thick etc.	Sqm	4.75			
31	Applying Birla white/JK white/Latafinish Myklaticate wall putty @ 0.40 Kg/sqm for making surface even and smooth complete with cost of all labour, wastage, safety measures, scaffolding, staging etc. as directed & approved by EIC.	Sqm	95.00			
32	Applying two coats oil bound distemper of approved colour to walls, ceiling or of any description including preparation of surface with cost of all labour, wastage, safety measures, scaffolding, staging etc. as directed & approved by EIC.	Sqm	160.00			
33	Applying two coat of premium acrylic weather resistant exterior paint including preparation of surface etc. all complete with labour required scaffolding, brushes and other tools & plants required for proper completion of work cleaning the splashes from door, windows and from other surfaces etc. complete as directed & approved by EIC.	Sqm	130.00			
34	Providing and fixing steel socket for 110 & 160 mm PVC pipe etc.	Each	20.00			
35	Fixing of Mirror , shop dispenser, towel rail, and other items etc. all complete with labour required scaffolding and other tools & plants etc. complete as directed & approved by EIC.	Each	20.00			
36	S & F one Light or one fan point or independent 5 amp socket controlled by one switch with copper wire 1.5 sq mm with continues earth wire PVC insulated copper cable size 0.75 sq mm 1100 volts grade IS : 694(Finolex/L&T/Plaza/Polycab/Haveils make) in concealed/on surface (as directed by EIC) with PVC conduit size 20/25 mm dia. confirming IS:9537 and making good surface by plastering cement 1:3.	Each	16.00			
37	S & F one 6 pin socket outlet 15 amp independent with PVC insulated copper wire 2.5 sq mm with continues earth wire PVC insulated copper cable size 1.0 sqmm 1100 volts grade IS:694 (Haveils/L&T/Finolex/Plaza make) in concealed/ on surface (as directed by EIC) with PVC conduit size 20/25 mm dia, confirming IS:9537 and making good surface by plastering cement 1:3	Each	4.00			

Sl. No	Description of Item	Unit	Qty	Rate per unit in figure	Rate per unit in words	Amount
38	S & F switch flush type 3 Amp make Anchor/Cona Penia white colour.	Each	16.00			
39	-----Do--- but 15 Amp make Anchor/Cona Penia white colour.	Each	4.00			
40	S & F socket on let 5 Pin 5 Amp flush type make Anchor/Cone Penia white colour.	Each	4.00			
41	S & F socket out let 6 pin 15 Amp make Anchor/Cona Penia white colour.	Each	4.00			
42	S & F ceiling rose surface bakelite 65X50 mm two to three terminals Anchor make white colour.	Each	12.00			
43	S & F (1X18 watts) \pm 10%, 230 volt AC industrial batten type 4 ft. LED complete fitting with (1X18) watts \pm 10% LED tubes white, prewired with high efficiency electronic driver with tube replacable facility make Havells/Crompton Greaves/ Wipro / Philips includes cost of twin core connecting wire iron LED light litting to ceiling rose.	Each	4.00			
44	S & F 250 mm fresh air fan with Dom 230 volt AC Make Havells/Crompton Greaves/ Bajaj / Polor. It includes cost of two core connecting wire from Fan to ceiling rose.	Each	4.00			
45	S & F 7 watts \pm 2 watts, 230 volts AC aesthetically designed lineat light, provided with a high output PMMA diffuser for glare free light, 300 mm LED complete fitting with 7 watts \pm 2 watts LED tubes white, prewired with high efficiency electronic driver Make: Havells/Crompton Greaves/ Wipro / Philips. It includes cost of twin core connecting wire from LED light fitting to ceiling rose.	Each	4.00			
				Total Rs.		
				Add GST @ 18% in Rs.		
				Grand Total amount including GST (In Rs.)		
Grand Total Amount includig GST (In Words)						