

**AIR INDIA LIMITED**  
**AIESL MRO, SHAMSHABAD**  
**HYDERABAD**

EARNEST MONEY: **Rs.10,000/-**

RECEIPT NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

Office of the Sr.AGM(P&F)  
Properties & Facilities Department

**TENDER FOR**

**Construction of Gate Canopy at MRO Complex, Air India Limited, Shamshabad, Hyd.**

1. To be submitted by **1500 hrs on 05.06.2017** in the Office of the Sr.AGM(P&F), Air India Limited, AIESL MRO Complex, RGIA, Shamshabad. Hyderabad - 500409
2. Tenders shall be opened in the presence of tenderers who may be present at **1530 hrs on 05.06.2017**, in the Office of the Sr.AGM(P&F), Air India Limited, AIESL MRO Complex, RGIA, Shamshabad. Hyderabad - 500409

ISSUED TO: \_\_\_\_\_  
(CONTRACTOR)

Signature of the Officer  
Issuing the document \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

**AIR INDIA LIMITED**  
**AIESL MRO, SHAMSHABAD**  
**HYDERABAD**

**NOTICE INVITING TENDER**

1. Sealed tenders are invited by Air India Limited, for the work of **Construction of Gate Canopy at MRO Complex, Air India Limited, Shamshabad, Hyd.**

The estimated cost of the work is **Rs. 4,00,000/-**

**(Rupees in words Four Lakhs Only)** which is given as merely a rough guide.

2. The tender shall be in the prescribed form.
3. The works are required to be completed within **Thirty calendar days** from the fifteenth day after the date of which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over the site, whichever is later in accordance with the phasing, if any, indicated by the Company in the tender documents.
4. Normally, Contractors whose names are borne on the approved list of contractors of MES, State PWD or Municipalities for the area in which the work lies, within whose financial category the estimated amount falls will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and/or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
5. **ELIGIBILITY CRITERIA:** The tenderer shall submit the following copies of the documents in support of their eligibility along with their application for issue of tender document:
  - 1) Copy of work order and work completion certificate having carried out similar works during the last 5 years
    - a) One work of 80% of estimated cost.
    - b) Two works of 60% of estimated cost.
    - c) Three works of 40% of estimated cost.
  - 2) Copy of list of works on hand.
  - 3) IT Clearance Certificate for last 3 years & Copy of PAN Card.
  - 4) Copy of ESI & PF Certificates
  - 5) Copy of Firm Registration Certificates.
  - 6) List of qualified Technical Personnel.
  - 7) List of Tools & Plants & safety belts etc.

6. The GM(Engineering), Air India Limited, AIESL MRO Complex, RGIA, Shamshabad, Hyderabad-500409, shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
7. Applications for issue of tender documents shall be submitted to the Sr.AGM(P&F), so as to reach this Office not later than **01.06.2017**.
8. A tenderer shall produce the latest Income Tax Clearance Certificate, before tender documents can be issued to him.
9. Tender documents consisting of plans, specifications, schedule(s) of quantities of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection and issued on payment of **Rs.500/- + VAT as applicable**, on or after **17.05.2017** and upto **02.06.2017**.
10. Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the Office of the Sr.AGM(P&F), Air India Limited, AIESL MRO Complex, RGIA, Shamshabad. Hyderabad - 500409 during working hours between the dates mentioned in Clause-9 above.
11. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding otherwise shall be allowed.
12. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and had made himself aware of the scope and specifications, work to be done and of conditions and rates of which stores and plant etc., will be issued to him by the Company and local conditions and other factors bearing on the execution of the works.
13. A tenderer should quote in figures as well as in words rates tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures, only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words "Rs" should be written before the figures of rupees and words "paise" after the decimal figure, for example Rs.2.15ps and in case of words 'paise' should be written at the end. Unless the rate is in whole and followed by the word 'only', it should invariably be upto two places of the decimal.
14. All rates should be quoted on the tender form.
15. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.

16. The tender of the works shall not be witnessed by the contractor who himself/themselves have tendered (or) who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable for rejection.
17. No employee of the Air India, is allowed to work as a contractor for a period of two years of his retirement from service, without the previous permission of the Company. This contract is liable to be canceled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the contractor's service.
- 18.. The Earnest Money payable in respect of this tender is **Rs.10,000/- (Rupees in words Ten Thousand Only)**, to be paid by cash at the Cash Counter of Finance Department, Air India Ltd., & cash receipt obtained. OR to be paid in the form of crossed Demand Draft drawn on any scheduled Bank payable at Hyderabad, in favour of Air India Limited. The Cash Receipt number/Demand Draft number and date is to be mentioned on the sealed cover containing the tender papers. The Cash Receipt/Demand Draft should be submitted along with the tender in the sealed cover.
19. All the tender papers duly completed in all respects should be filled in a separate cover, sealed and the name of the work for which the tender is being submitted, the number and date of the receipt issued by Air India Limited, towards payment of Earnest Money and the name of the tenderer should be very clearly marked on the covering sealed envelope. The sealed envelope containing tender papers should be submitted in the Office of the Sr.AGM(P&F), Air India Limited, AIESL MRO Complex, RGIA, Shamshabad. Hyderabad - 500409, before the prescribed time and date and a written receipt obtained thereof. Tenders received after the prescribed time shall be returned unopened.
20. On acceptance of the tender, Earnest Money will be treated as part of the Security Deposit.
21. the tenderer whose tender is accepted shall permit the Company at the time of making any payment to him for the work done under the contract to deduct towards Security Deposit at the rate of 10% of each running payment, till the sum total so deducted including Earnest Money amounts to 10% on the first Rs.1.00 Lakh, 7½% on the next Rs.1.00 Lakh and 5% on the balance of the gross amount of the bill.
22. Air India Limited, will return the Earnest Money, where applicable to every unsuccessful tenderer on production by the tenderer of the original receipt issued for payment of Earnest Money Deposit and after return of all tender papers issued by Air India Limited.
23. The Contractor shall not employ Sub-contractors other than those that may be specifically approved by Air India, for this contract work.
24. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which the tender will be liable to be rejected.

25. Air India Limited, reserves to themselves the right of accepting the whole or any part of the tender and tenderers shall be bound to perform the same at his quoted rates.
26. Air India Limited, does not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
27. Sales Tax or any other Tax on materials in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect. It may be noted that the amount quoted by the contractor shall be inclusive of all statutory taxes as applicable and no extra claim will be entertained thereafter.
28. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, Air India will not be responsible for such damage or wash out of the construction work.
29. This notice of tender shall form part of the contract document .
30. Blank tender documents will not be sent by post.

for and on behalf of **Air India Limited**

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

To

M/s.Air India Limited (Hereinafter referred to as the Company/AIL)

Dear Sirs,

I/We have read and examined the following documents relating to the work of  
**Construction of Gate Canopy at MRO Complex, Air India Limited, Shamshabad,  
Hyd.**

- A) Notice Inviting Tender
- B) General Conditions of Contract including contractor's Labour Regulations, Model rules for Labour Welfare and Safety Code appended to these conditions together with the amendments there to from No.1 to \_\_\_\_\_
- C) Additional Conditions.
- D) Schedule 'F'
- E) Specifications.
- F) Schedule of quantities and rates (Schedule A)
- G) Drawing No's \_\_\_\_\_

I/We hereby tender for execution of the work referred to the aforesaid documents up on the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule 'A' and within the period of completion as stipulated in Schedule 'F'.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 90 days from the due date of submission thereof and not to make any modification in its terms and conditions which are not acceptable to Air India Limited.

A sum of **Rs.10,000/- (Rupees in words Ten Thousand Only)**, is already deposited in the Office of Dy.GM(Finance), Air India Limited, AIESL MRO Complex, RGIA, Shamshabad, Hyderabad-500409, as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to Air India Limited, I/We agree that Air India Limited, shall, without prejudice to any other right or remedy, be at liberty to forfeit 10% of the said Earnest Money absolutely. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If, after the tender is accepted. I/We fail to commence the execution of the works as provided in the conditions, I/We agree that Air India Limited, shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

I/We agree that should Air India Limited, decide to forfeit Earnest Money as aforesaid, unless a sum equal to the Earnest Money mentioned above is paid by us forthwith, the Company may at its option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us otherwise.

Signature in the Capacity of \_\_\_\_\_  
Duly authorized to sign the tender

On behalf of (IN BLOCK LETTERS)

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Telegraph Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

The above tender (as modified by you as provided in the letter mentioned hereunder) is accepted by me on behalf of Air India Limited, AIESL MRO, RGIA, Shamshabad, Hyderabad-500409, at the item rates quoted in the schedule of quantities for the sum of Rs. \_\_\_\_\_

(Rupees in words \_\_\_\_\_)

The letters referred to above :

- a)
- b)
- c)

for and on behalf of Air India Limited

Signature: \_\_\_\_\_

Designation: GM(Engineering)  
Air India Limited, AIESL MRO Complex,  
RGIA, Shamshabad, Hyderabad-500409

Dated this day of \_\_\_\_\_ 20\_\_

## GENERAL CONDITIONS OF CONTRACT

1. The contractor should inspect the site before quoting the tender.
2. The contractor or his representative shall be in attendance at the site during the execution of work.
3. The work should be carried out without disturbing the day-to-day functioning of Air India Limited.
4. If any damage shall happen to the property of Air India Limited, while execution of the work, the contractor should rectify the same at his cost and in the event of his failing to do so within the period specified by the Engineer-in-Charge, the Engineer-in-Charge may rectify or re-execute the work at the contractor's cost and risk.
5. The contractor should see that all the dismantled material are removed and placed at the Dump Yard, as directed by Engineer-in-Charge.

### EARNEST MONEY & SECURITY DEPOSIT

a) Security Deposit

Security Deposit is the total amount of the money required to be deducted from the contractor's bills for the work. This deposit will be taken as

I Earnest Money    II Retention Money

b) Earnest Money

Earnest Money will be paid in cash or in the form of Bank Draft along with the submission of tender at the rates mentioned below:

- i) 4% for work costing upto Rs.1.00 Lakh
- ii) 2½% for works costing more than Rs.1.00 lakh subject to a minimum of Rs.4,000/- and maximum of Rs,50,000/-

For unsuccessful tenderers, the Earnest Money will be refunded. In case of successful tenderer, the Earnest Money will be retained and will form a part of the Retention Money.

c) Retention Money

At the time of making any payment to the contractor for the work done under the contract, further deduction of 10% of each running payment will be made till the sum so deducted including the Earnest Money amounts to:

- a) 10% of the first Rs.1.00 Lakh
- b) 7½% for the next Rs.1.00 Lakh
- c) 5% for the balance amount

d) Refund of Security Deposit

The Security Deposit so collected shall not bear any interest and shall be refunded to the contractor as under:



- i) One half of the Security Deposit shall be refunded to the contractor within 30 days of the Engineer-in-Charge certifying in writing that the work has been completed satisfactorily.
- ii) The balance of Security Deposit shall be refunded to the contractor at the expiry of the Defects Liability period referred to in the contract, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor and that all the defects noticed during the period have been rectified.

#### TIME AND EXTENSION FOR DELAY

The time allowed for execution of the work as specified in the schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15<sup>th</sup> day after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Air India Limited, shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money absolutely.

1. As soon as possible after the contract is concluded, the Engineer-in-Charge and the contractor shall agree up on the time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract document for completion of items of works. It shall indicate, the forecast of the dates of the commencement and completion of various trades of the sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the contractor, within the limitation of time imposed in the contract documents and further to ensure good progress during the execution of work. The contractor shall in all cases in which the time allowed for any work exceed one month (For special job where different progress schedule is specified) complete 1/8<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the whole time allowed in the contract has elapsed, 3/8<sup>th</sup> of the work before the half of such time has lapsed and 3/4<sup>th</sup> of the work before 3/4<sup>th</sup> of such time has lapsed.
2. If the works be delayed by:
  - a) Force Majeure, or
  - b) Abnormally bad weather, or
  - c) Serious loss or damage by fire, or
  - d) Civil commotion, local combination of workmen, strike or lockout affecting any of the trades, employed on the work, or
  - e) Delay on the part of the other contractor or tradesman engaged by the Company
  - f) Non-availability of stores, which are the responsibility of the Company to supply, or
  - g) Non-availability or break down of tools and plant to be supplied or supplied by the Company, or
  - h) Any other cause, which in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control ; then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall never the less use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-in-Charge to proceed with the works.

3. Request for extension of time, to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable indicate in such a request the period for which extension is desired.
4. In any case, the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within 3 months of the date of receipt of such request by the Engineer-in-Charge.

#### COMPENSATION FOR DELAY:

Time is the essence of the contract. If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice of any other right of remedy of the Company on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amounts as may be fixed by the authority mentioned in Schedule 'F' on the contract value of the work for every week that the progress remains below that specified or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the terms 'Contract Value' shall be the value of contract rates of the work as ordered.

**At the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items).**

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

#### DEFECTS LIABILITY PERIOD

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge any defects which may develop or may be noticed before the expiry of the period mentioned in Schedule 'F' hereto from the certified date of completion and intimation of which has been sent to the Contractor within 7 days of the expiry of the said period by a letter sent by hand delivery or by Registered Post.

SIGNATURE OF THE CONTRACTOR

## SPECIAL CONDITIONS

1. The work shall be carried out as per specification in the tender schedule /C.P.W.D Specification 1977 along the latest correction slips. In case of doubt the decision of Air India Limited, shall be final and binding on the contractor.
2. The General Conditions of contract and standard contract form of works will be followed as per circular No.ADV(C) Gen -53/71/ CIR:103/73 dated 6<sup>th</sup> February 73 issued by the Bureau of Public Enterprises, Ministry of Finance with the latest modification and as mentioned by Air India Limited, in their civil works procedure to suit their requirements.
3. Contractor shall carryout the works in stages as to cause minimum disturbance to the working of the Air India Limited and other organization. He shall responsible for any damage to the equipment or structures, injury to personnel during the progress of the work and he shall be liable to pay such compensation as may be decided by the Engineer-in-charge in respect of such damage/injuries.
4. The serviceable materials out of the dismantled materials will be properly stacked by the contractor as directed by the Engineer-in-charge. Decision of the Engineer- in – charge on the serviceability of dismantled materials shall be final and binding on the contractor.
5. All labour employed by the contractor shall be covered by Workmen's Compensation Act. Any death, injury or mishap to the workmen of the contractor will entirely be at the contractors responsibility and Air India Limited, shall not be liable to pay any damage for the same
6. The contractor shall give his permanent account number allotted to him/them by the Income Tax Department.
7. The rates quoted by the tenderers shall be firm and no payment due to escalation on Labor / material rates will allowed.
8. Rate quoted in the schedule of quantities shall be applicable for all floors and all heights.
9. Unless otherwise provided in the bill of quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, lifts, loads and depths of the buildings and nothing extra shall be payable to him on this account.
10. The contractor shall make his own arrangement for obtaining electric/ water connection if required, and make necessary payments directly with department concerned.
11. The contractor must see and inspect the proposed site for the work and study specification and conditions carefully before tendering. No claim for any sort shall

be entertained on account of any site conditions or ignorance of specifications and conditions.

- 12.** The work will be carried out in accordance with the instructions of Engineer-in-charge and drawings. Samples shall be prepared before starting the particular items of work for periodic approval of the Engineer-in-charge.
- 13.** Other agencies during work of electrification, external services, other building work, horticulture work etc. for this project will also simultaneously execute the work and the contractor shall effort necessary facilities for the same. The contractor shall leave such necessary holes, opening, etc. for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for electrical and sanitary works etc. as nothing extra over the agreement rates shall be paid for the same.
- 14.** Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and client department will not entertain claims whatsoever in this respect.
- 15.** During execution of the work any damage caused to any other parts in this building due to the negligence of the contractor or otherwise shall be made good by the contractor and at his own cost.
- 16.** Contractor shall get samples of all materials, hardware, laminates, commercial boards, etc., approved from the Engineer-in-charge before using them at site.
- 17.** The work is in restricted/prohibited area. The contractor should make necessary arrangement for obtaining passes for self and workers from the competent authority and any expenditure on this account shall be borne by him.
- 18.** The work is in working area. The contractors shall arrange to execute the work as per the convenience of the area users including nights and holidays with no extra cost. The rates should be quoted accordingly.
- 19.** All materials required for the work shall be arranged by the contractor including cement and steel.
- 20.** Water charges will be levied for using Departmental water or electricity in respect of work at 1% of the cost of items consuming water & electricity.

SIGNATURE OF THE CONTRACTOR

**SCHEDULE 'F'**  
**REFERENCE TO GENERAL CONDITIONS**  
**OF CONTRACT**

Name of Work: **Construction of Gate Canopy at MRO Complex, Air India Limited,**  
**Shamshabad, Hyd.**

1. Accepting Authority : GM(Engineering)  
Air India Limited, AIESL MRO Complex,  
RGIA, Shamshabad. Hyderabad-500409
2. Market Rate percentage  
addition to cover Overhead  
and Profit : Twenty Percent (20%)
3. Earnest Money & Security Deposits
  - a) Estimated cost of the work : **Rs.4,00,000/-**
  - b) Earnest Money : **Rs.10,000/-**
  - c) Retention Money : \_\_\_\_\_  
(To be deducted from each running bill  
@10% of value of work till the sum so  
Deducted along with Earnest Money  
already paid amounts to 10% of first  
Rs.1.00 Lakh, 7.5% of next Rs.1.00  
Lakh and 5% of balance amount which  
will be treated as Security Deposit for  
the works)
  - d) Security Deposit & its Refund : Security Deposit is the amount as  
explained above. No interest is payable  
on Security Deposit. Security Deposit  
to be refunded as follows:
    - i) 50% within 30 days of the date of  
issue of completion certificate
    - ii) Balance 50% after expiry of Defects  
Liability Period, but after issue of  
Certificate of Engineer-in-Charge  
that no dues are outstanding and that  
all defects are rectified
5. Suspension of work  
Percentage payable to cover  
Contractor's indirect expenses for

- suspension exceeding 30 days & not exceeding 3 months : NIL
6. Time allowed for execution of work : **Thirty Calendar days**
7. Authority competent to decide if any other cause of delay is beyond the contractor's control : GM(Engineering)  
Air India Limited, AIESL MRO Complex,  
RGIA, Shamshabad, Hyderabad-500409
8. Distribution returns of number and description by trade of workmen employed on works to be submitted to the Engineer-in-Charge : Fortnightly
9. Authority competent to reduce Compensation Amount : GM(Engineering)  
Air India Limited, AIESL MRO Complex  
RGIA, Shamshabad, Hyderabad-500409
10. Defects Liability Period : 12 Months
11. Limit of amount in respect of any claim which contractor may recover directly from insurer : Nil
12. Training of Apprentices : Maximum number to be engaged
- Category
- a)
- b)
- c)
13. Interim Bills : 2 RA + Final Bill
14. Authority for appointing Arbitrator : Managing Director  
Air India Limited  
Headquarters  
New Delhi

**SIGNATURE OF CONTRACTOR**

NAME OF THE CONTRACTOR:

ADDRESS :

DATE:

### **COMPENSATION & INSURANCE**

1. From commencement to completion of the works the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever (save and except the Expected Risk) and shall at his own cost repair and make good the same so that as completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and instructions of the Engineer-in-charge.
2. In the event of the any loss or damage to the works of any part thereof or to any material or articles at the site from any of the expected risks and the following provisions shall have effect.
  - a) The contractor shall, as may be directed in writing by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged, articles and/or materials as may be directed.
  - b) The contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with erection and completion of the works under and in accordance with the provisions and conditions of the contract.
  - c) There will be added to the contract, a sum of the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged, the replacement and of any materials articles lost or damaged but not incorporated in the works on the day where the loss or damage occur and the removal by the contractor as provided above, of Company articles and /or materials to the company's store and of debris and damaged work referred to therein and the compensation paid by him, under any law for time being in force to any workmen employed by him for any injury caused to him or to the workmen's legal successors for loss of the workmen's Life.
3. Provided always that the contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
4. Without limiting the obligations and responsibilities under this condition the Contractor shall insure the works (from commencement to completion) all materials at site to their full value against the risk of loss or damage from whatever insurance shall be in the joint names of the Company and the Contractor, and shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the

insurers under such policy or policies, shall be recovered by the Company and shall be paid to the contractor in installments by the Engineer-in-charge for the purpose of rebuilding or replacement or repair to the works and/or goods destroyed or damage as the case may be. Provided of any claim under such a policy is not in excess of the amount mentioned in schedule 'F'. The sum may be recovered by the contractor directly from the insurers and shall be utilized by him for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be.

5. If the contractor has blanket insurance policy for all his works and policy covers all the items to the insured under this condition, the said policy shall be assigned by the contractor in favor of the company provided however if amount is payable under the policy by the insurers in respect of the works other than the work under this contract the same may be recovered by the contractor directly from the insurers.
6. Where the company building or a part thereof is rented by the contractor, he shall insure than entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-charge shall be final and building.
7. The contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequences of the construction and maintenance of the works and against all claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, provided always that nothing here in contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Company against any compensation or damage caused by the excepted risks.
8. Before commencing execution of the work, the contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property (excluding that of the Company) but including the Company's building rented by the contractor wholly or in part and any part of which is used by him for storing combustible materials, or to any person (including any employee of the Company) by or arising out of carrying out the contract.
9. The contactor shall at all times indemnify the Company against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1943, Employer's Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Disputes Act 1947, and Maternity Benefit Act 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time / or as consequences of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Company, its agents, or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim without limiting his obligations and liabilities as above provided the contractor shall insure against all claims, damages or compensation



payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

10. They aforesaid insurance policy/ policies shall provided that they shall not be canceled till the Engineer-in-charge has agreed to their cancellation.
11. The contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the defects liability period.
12. The contractor shall ensure that similar insurance policies are taken out by his Sub-contractors (if any) and shall be responsible for any claims or losses to Company resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
13. If the contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case the Company may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by Company from any monies due or which may become due to the contractor or recover the same as a debt due from the contractor.

**IMPORTANT:**

1. **The contractor shall carry out the work without causing any disturbance to the smooth working of the office/staff in the building.**
2. **The defects liability period shall be 12 months from the date of completion of the work.**
3. **The rates quoted by the tenderer should be inclusive of all Statutory Taxes as applicable viz. IT, ST, VAT, CESS, Works Contract Tax, ETC. No extra claim on this account will be entertained.**

**SIGNATURE OF THE CONTRACTOR**

**NAME OF THE CONTRACTOR:**

**ADDRESS :**

DATE:

**Additional Special Condition**  
**(PREAMBLE)**

1. The work inside the office area can be done during and after office hours. The Contractor will be permitted to do work during night at mutually agreed hours. The tenderer should take these facts into consideration while quoting their rates & no extra rates will be paid for working during nights/holidays. Removing and replacing of furniture while carrying out the work is to be done by the contractor themselves. Spillages on floors, glass panes , doors, Windows, furniture etc., should be cleaned then and there every day as the work for the day is finished. No accommodation will be provided. The work should also be carried out without causing any inconvenience to the occupants. Scaffolding etc., should be provide by the contractors themselves, samples of paint, color etc., as required by the Engineer-in-charge should be provided at the contractors cost.
2. The contractor is required to provide necessary safety equipment required for workmen like safety belts, ropes, helmet and protective clothing etc. which are mandatory for carrying out painting works at all heights, which shall be approved by the Engineer-in-Charge.
3. **The contractor is required to take and submit the Insurance Policy for the work and workmen before commencing the work, covering all risks.**
4. **The workmen & supervisor who are required to attend the work site to be in possession of valid Passport/Police Verification Certificate for issuance of entry permit by our Security Department.**

**SIGNATURE OF CONTRACTOR**

NAME OF THE CONTRACTOR:

ADDRESS :

DATE: