भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

GeM BID NO: GEM/2026/B/7496044
Tender Ref. NO: AAI/TRY/ENGG(E)/AS/CW-01/2026-27

Name of Work : SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.

Additional Terms & Conditions

Estimated cost: Rs. 39.34 Lakhs (Excluding GST)
EMD amount: Rs. 1,00,017/-
Time period: 90 Days

AIRPORTS AUTHORITY OF INDIA
ENGINEERING WING
TIRUCHIRAPALLI INTERNATIONAL AIRPORT,
TRICHY – 620 007.

AIRPORTS AUTHORITY OF INDIA

Name of Work : SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.

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Certified that this Tender Document contains pages 1 to 200 pages only excluding front cover page.

Senior Manager (Engg. Elect)
AAI, Trichy International Airport, Trichy.

SECTION –I

NOTICE INVITING TENDER

GeM BID NO: GEM/2026/B/7496044D

Airports Authority of India invites Tender through GEM Portal from the professionally competent and experienced firms (OEM authorized) in similar nature of work for the work of "SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport".

Name of the Work	Estimated Cost (INR)
SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.	**Rs. 39,33,985 .00 (Inclusive of GST)**

1. GeM Portal:

Any Queries relating to the process of online bid submission or queries relating to GeM Portal Kindly Contact GeM Helpline.

Mail: helpdesk-gem[at]gov[dot]in Toll Free Numbers (Inbound):
1800-419-3436
1800-102-3436
(9:00 am - 10:00 pm Mon to Sat)

2. MSME/ NSIC Concessions:

Concessions / award of work to the MSME registered with NSIC shall be applicable as per the directives of Govt. of India (http://dcmsme.gov.in). However, kindly note this contract work composite in nature, work shall not be awarded by splitting the order. Firms shall submit UDYAM, UDYOG ADHAAR valid certificate for EMD

3. MAKE IN INDIA PRODUCTS:

Firms Quoting Items shall submit the Certificates / Documents / Local content declaration from OEM as per the Govt. of India guidelines. However, Items shall meet the specifications as per Tender Documents. This contract work is in composite nature, hence purchase preference on item wise work shall not be awarded by splitting the order.

Provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P45021/2/2017 PP (BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).
b) Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.
c) Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
d) Bidders offering imported products will fall under the category of non-local suppliers. They cannot claim themselves as Class I Local suppliers / Class II.

4. EMD:

EMD shall be submitted by the firm online as per GeM portal guidelines. EMD shall be @ 3% (Rs.1,00,017/-) of the Estimated Cost i.e., Rs. 39,33,987/- (Inclusive of GST)

5. Technical Bid: Containing qualifying requirements of Contractor / Firm: The firms shall submit the following documents.

a) Unconditional Acceptance Letter as per Annexure-I.
b) Firm Registration / Incorporation Certificate Copy.
c) PAN Copy & GST Registration Copy.
d) **Power of Attorney**: Power of Attorney on non-judicial stamp paper of Rs.100/-, authorizing the designated executive to sign all documents on behalf of the company or Firm if the bid is not signed by the Director of the Company Proprietor or of the Firm.
e) **OEM Authorized valid certificate** for the firm / bidder for providing service support for the offered Cameras/Camera license with firmware. Certificate validity shall cover Warranty period (Two Years) & CAMC Period (Three Years).
f) **Eligibility Criteria /Proof of Experience of Works**: The bidder must have a work experience in SITC of CCTV System during last seven years ending last day of previous to the one in which tenders are invited. Phase / Part / subcontracted completion of the scope of work in a contract shall not be considered. Work orders and satisfactory performance/completion certificates need to be submitted (duly signed). Bidder should have successfully completed similar type of works in the given format- **FORM-A in Annexure - IX** with supporting documents issued by client.

One Work Order value of Rs. 26,67,109.00 or higher with completion Certificate.

Or

Two Work Orders value each of Rs. 16,66,943.00 or higher with completion certificates.

Or

Three Work Orders value each of Rs. 13,33,554.00 or higher with completion Certificates.

Substantial completion shall be based on 80 (eighty) percent of awarded cost or more value wise works completed under the contract.

"The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to date of bid opening (Cover-I/Technical bid)".

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work along with work order and Bill of Quantities. Tenderers showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate (s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

The bidder must submit the MAF specific to this tender from the OEM for the offered Cameras, with all required license.

g) Firm's Details.
h) Firm's Bank Details.
i) Latest 3 years Balance Sheet as of 31.03.2026.

Bidder should have annualized Average financial turnover **of Rs. 11,80,196.00** against works executed during last three years ending 31st March of the previous financial year. The financial information shall be submitted in the given format **FORM-B in Annexure X**. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected. As a proof of financial turnover, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the Bidder duly certified by a **Chartered Accountant with UDIN.**

j) The Tenderer should have **minimum net worth of Rs. 5,00,083.00** issued by certified Chartered Accountant. The certificate should be submitted in the given format **Form-C in Annexure XI**
k) Details of Similar Works (i.e., **Supply, Installation, Testing and Commissioning of SCCTV System in Airports / State / Central Government buildings / Public offices)** completed during the last seven years
l) Performa for Original Equipment Manufacturer (OEM) or Authorization Declaration.
m) Declaration of Not Black-Listed/Debarred Firm.
n) Undertaking for GST.
o) Undertaking for Environment Management System
p) Make in India (MII) Local content declaration documents from OEM for Items.
q) Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017- ANNEXURE- XV LBS
r) Document submission Check list
s) Signed Tender Document copy, (All pages shall be signed & sealed by the authorized designated official to sign the documents on behalf of firm.
Strictly upload requested, relevant documents only.

6. **Bids Evaluation Process**:

a. TECHNICAL BID (uploaded by the contractors/firms):
Bid participated firms Technical Bids are evaluated as per AAI tender Terms & Conditions. Evaluation carried out on submitted documents if any shortfalls related to submitted documents same shall be requested through GeM portal.

b. FINANCIAL BIDs of the Contractors/Firms found to be meeting the qualifying requirements and technical criteria shall be opened.
Total amount of bid is to be filled at GeM portal. In Financial Bid, the bidder has to quote the amount for carrying out the work of all BOQ items. All Bidders, shall submit break up rate of each item for total quoted amount as per format which is available for download as pdf file (Schedule-SOQ) and also upload the price breakup in excel file available at GeM Portal. Bidder has to check and confirm the final amount, both in letters and words before submitting it to the Bid Manager, which should mandatorily match with the total amount quoted on GeM Portal Financial Bid. Providing of this break-up on GeM Portal as given in Schedule-SOQ shall be the responsibility of each Bidder. The basic unit rate of the items will be inclusive of any all other

charges levied under any statute & inclusive of GST. Prices should not to be indicated anywhere in any PQQ/Technical Bid.

Bid once uploaded shall be final and no amendment there to shall be permitted thereof. One bidder shall submit only one Bid.

LATE BIDS: Online Tendering on GeM portal shall not permit uploading of Bids after the schedule time of submission.

7. AAI reserves the right to accept or reject any or all bids without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.

8. Refund of EMD: EMD amount of the rejected/unsuccessful bidders will be refunded to their source account as mentioned in NIT after due process of Technical / Financial evaluation by bid Manager. EMD of the successful bidder (L1) shall be returned on receipt of Security Deposit equivalent to EMD amount/ performance bank guarantee.

9. AAI reserve the right to verify the credential submitted by the Firms at any stage (during Bid Process or post bid process). If any stage, any information/documents submitted by the firm is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take the following actions:

   a. Forfeit the entire amount of EMD & Tender fee submitted by the tenderer.

   b. The tenderer shall be liable for debarment for a period up to two years from tendering in AAI, including termination of the contract apart from any other appropriate contractual / legal action.

10. In the event of inconsistency, conflict or ambiguity between the terms and condition of GeM and terms and conditions of uploaded E-Tender (AAI tender document), the terms and conditions of the uploaded E-Tender (AAI tender document) SHALL PREVAIL.

11. Consortium / JV companies shall not be permitted.

12. If the entity participating in any of the tenders is a private or public limited company. Partnership firm or proprietary firm and any of the Directors/Partners/Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.

Sr. Manager (E-E)
Airports Authority of India
Trichy International Airport
Trichy 620007

SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS

1.1 “AAI / The Buyer” means the Airports Authority of India

1.2 "The Bidder / Vendor/ Firm" means the individual or firm who participates in this tender and submits its bid.

1.3 “Project Leader AAI” means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.

1.4 "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender. "The Works Order" means the order placed for the work “SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.” by the Buyer on the Contract signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.

1.5 “The Contract” means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.

1.6 "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.

1.7 “Non-responsive Bid” means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.

2. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS:

1.1 **The Bidder is expected to examine all instructions**, forms, terms, and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

2. AMENDMENTS TO BID DOCUMENTS

2.1 At any time, prior to the date of submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

2.2 The amendments shall be through GeM portal and these amendments will be binding on them.

3. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS:

3.1 Bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract. Submission shall be as follows:

3.2 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data that the Bidder shall furnish.

3.3 The supporting documents downloaded from websites shall have the complete URL of the page in the header or footer.

4. PERIOD OF VALIDITY OF TENDER (BID)

4.1 The tender (Bid) shall remain valid for a minimum of **90 Days** from the date of opening of the technical bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAI. In case of the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.

4.2 If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. However, the tender process shall not be initiated if any tenderer declines to extend the offer as requested for.

5. SUBMISSION OF BIDS:

The Buyer shall receive the bid on-line through **GeM Portal https://gem.gov.in/** only. The portal shall automatically stop accepting bids at the schedule date and time specified in the Bid. Partially submitted bids shall be treated as **invalid** and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as to avoid last minute issues.

E. CONTACTING THE BUYER:

1.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.

1.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.

1.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

F. RIGHT TO ACCEPT OR REJECT THE TENDERS:

1.1 The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.

1.2 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.

1.2 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.

1.3 Should a bidder have a relation or relations employed in AAI in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.

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SECTION- III
AIRPORTS AUTHORITY OF INDIA
General Rules & Directions

1.	**General Rules & Directions**	All work proposed for execution by contract are notified in a form of invitation to tender pasted in public places /NIC GEM Portal and signed by the officer inviting tender or by publication in Newspapers and posted on AAI web-site and NIC GEM Portal https://gem.gov.in/ and www.aai.aero (for reference only). This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2.		In the event of the e-tender being submitted by a firm, it must be digitally signed. Such tender will be treated as signed tender. For physical tender it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
2. (A)		In case of the tender submitted by a Joint Venture / Consortium, a copy of joint venture / consortium agreement in the specified Performa defining the lead partner should be submitted. The lead partner shall sign all the documents in respect of the works. The documents signed by any other person or firm other than the lead partner shall not be entertained.
3.		Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. Bank details shall be furnished by the firm through an application duly signed by all partners for payment to the firm through bank transfer.
4.	**Applicable for item Rate Tender only .**	Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenderers, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. The rate(s) must be quoted in decimal coinage. Amount must be quoted in full Rupees by ignoring 50 paise and considering more than 50 paise as Rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors will be asked to submit revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

		If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Jt. GM (Engg)/ DGM (Engg)/ AGM (Engg)/ Sr Manager (Engg) in-Charge of major and minor component(s) work and the lowest contractors those have quoted equal amount of their tenders. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted earlier at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work. **Note:** Till the time software supports the above provisions, revised offers from tenderers forming the tie shall be obtained and procedure prescribed for "Restricted call of tenders" shall be adopted (for e-tenders).
4. (A)	**Applicable for Percentage Rate Tender only.**	In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if; 1. The contractor dose not quote percentage above/below on the total amount of tender or any section/sub-head of the tender. 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub-head of the tender. 3. The percentage quoted above/below is different in figures and words on the total amount of tender or any section/sub-head of the tender. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more bidders is same, such lowest bidders will be asked to submit revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more bidders received in revised offer is again found to be equal , the lowest tender, among such bidders, shall be decided by draw of lots in the presence of Jt. GM (Engg)/ DGM (Engg)/ AGM (Engg)/ Sr Manager (Engg) in-Charge of work & the lowest bidders those who have quoted

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		equal amount of their tenders. In case all the lowest bidders those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each bidder. Bidders, whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work. **Note: Till the time software supports the above provisions, revised offers from tenderers forming the tie shall be obtained and procedure prescribed for "Restricted call of tenders" shall be adopted**.
4. (B)		In case the lowest tendered amount (estimated cost ± amount worked on the basis of percentage above/below) of two or more contractor is same, such lowest contractor will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub section/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section /sub head should not be higher than the percentage quoted at the time or submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two or more contractors received in revised offers is again found to be equal, the lowest tender, among such contractor , shall be decided by draw of lots in the presence of Jt.GM(Engg)/DGM (Engg), AGM (Engg)/Sr. Manager (Engg) in -Charge of major & minor component(s) of work & the lowest bidders those who have quoted same tendered amount of their tenders. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each bidder. Bidders, whoes earnest money is forfeited because of non submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
5.		The officer inviting tender or his duly authorized representative, will open tenders in the presence of any intending bidders who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule – I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6.		The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7.		The receipt of an accountant or clerk for any money paid by the bidder towards tender fee will not be considered as any acknowledgement or payment to the officer inviting tender and the bidder shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised cashier.
8.		The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending bidder without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9.		The bidders shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful bidders shall return all the drawings given to them.
9(A).		Use of correcting fluid any where in tender document is not permitted. Such tender is liable for rejection. If there is any correction it should be cut with a straight line and should be initialed and cello tape to be provided on all the rates quoted in case of physical tenders.
10.	**Applicable for Item Rate Tender Only.**	In the 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. Rates quoted by the bidder in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, i. if a discrepancy is found between rates in figures and in words, then the rates which correspond with the amount worked out by the bidder shall unless otherwise proved be taken as correct. ii. If the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. iii. Where the rates quoted by the bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. iv. In event no rate has been quoted for any item(s) leaving space blank both in figure(s) and word(s) or cancelled the quoted rate in figure(s), and word(s) but the amount corresponding to the item(s) is worked out by the bidder and added to the grand total, then rate(s) of the items(s) shall be derived from the amount(s) quoted by the contractor against such item(s). v. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. vi. Sub Para i to iv above shall not be applicable in case of e-tendering.
	Applicable for percentage rate tender only .	In case of percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected Percentage quoted by the bidder in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the bidder has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, i. The percentage which corresponds with the amount worked out by the bidder shall, unless otherwise proved, be taken as correct. ii. If the amount of the tender is not worked out by the bidder or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the bidder in words shall be taken as correct. iii. Where the percentage quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the bidder will, unless otherwise proved, be taken as correct and not the amount.
11.		In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
12.	**Applicable for Item Rate Tender**	All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way

	only.	that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
12(A).	**Applicable for percentage rate tender only.**	In Percentage Rate Tender, the tenderer shall quote percentage below / above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and work 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. (quoting of rates in Paise is not applicable in e-tenders) DELETED
13	**Acceptance of abnormally low quoted bid**	An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Processing of such bid shall be as follows: The Bid Manager shall seek written clarifications from the lowest Bidder with approval of the tender accepting authority, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bids document. ii) If, after evaluating the price analyses, the Tender Accepting Authority determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, then the bid/ proposal may be rejected. iii) Such contracts should be closely monitored that final payments in such cases do not abnormally increases due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates.
13A		In case the contractor does not carry out the work on ALQ items as per schedule or as per NIT specifications, the Engineer-in-charge shall issue a letter to the contractor to comply its obligations as per NIT, for ALQ items. Engineer-in-charge shall also give one reminder after 10 days of 1st letter and if contractor still do not start the work on ALQ items, then bank guarantee i.e. QPBG should be encashed and work should be got executed through another agency at his risk and cost. DELETED
14		i. The bidder, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank but not co-operative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed. ii. The bidder, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the contract amount of the work. iii. In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted. iv. The Security deposit (under ii & iii above) will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.

		v. Security deposit will also be accepted in form of Fixed Deposit Receipts / Guarantee Bonds of any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
15.		On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
16.		i. Rates to be quoted by the parties, should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items. ii. However GST, as applicable, shall be paid to the contractor, for any taxable supply/services/construction rendered by the agency to AAI, against a vaild GST invoice as per terms and conditions of the contract. iii. In case supplies/services/works involve imports; the same should be identified separately. Basic Custom Duty & IGST will be paid directly by AAI by utilizing EPCG license/ Duty Credit Scrip under Service Export from India Scheme (SEIS) of Govt of India.
17.		The contractor/ bidder shall give a list of AAI employees related to him.
18.		The tender for the work shall not be witnessed by a contractor or contractors/ bidders who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
19.		The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
20.		The contractor/ bidder shall submit list of works completed in last 5 years*as well as which are in hand (in progress) in the following format for assessing bidding capacity of the bidders:-

Name of work	Name and particulars of Office where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

DELETED

21		The contractor/bidder shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Director (Engg.)may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
22		If complete site is available for work, the work shall be completed in the manner specified here in special condition of contract and NIT specifications. **Note:** In such case para 23 below may be deleted by NIT approving authority

23		If complete site is not available for taking up the work, the same shall be made available in phases. The scope of work covered in each phase, time for completion of work in each phase and methodology of taking over completed work in phased manner has been specified under special conditions of contract. The completion time for each phase shall be applicable as indicated in tender documents. The work shall also be taken over by Engineer-In-Charge in phases. The warranty for the works executed in each phase shall be applied independently w.e.f. date of completion /taking over of individual phase. **Note:** In such case para 22 above may be deleted by NIT approving authority

SECTION - IV
CONDITIONS OF CONTRACT

Definitions :

1.		The **contract** means the documents forming the tender and acceptance thereof and the formal agreement /agreements executed between the competent authority(s) on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract / two contracts and shall be complimentary to one another. Contractor has to sign two agreements, one consisting BOQ for Civil works and another one for SITC and O&M / AMC / AICMC part. Engineer-In_chrage could be common for both the agreements. Separtate invoices for the Civil / construction works and SITC / O&M / AICMC / AMC works have to raised by the agency referring to the respective agreements to facilitate AAI to claim input tax credit on such SITC /O&M/AICMC/AMC works has mentioned in Schedule 'F' para 2(V).
2.		In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
		i. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. ii. The **site** shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract. iii. The **Contractor/tenderer/bidder** shall mean the individual, firm or company whether incorporated or not, Joint Venture / Consortium undertaking the works and shall include the legal personal representative of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. iv. **The Chairman** means the Chairman Airports Authority of India and his Successors. v. The **Engineer-in-Charge** means the Engineering Officer who shall supervise and be incharge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule 'F' hereunder. vi. **AAI** or **Airports Authority of India** shall mean the Chairman Airports Authority of India. vii. The terms **Member(Planning)** means the head of Department of Engineering, Airports Authority of India. viii. **Accepting Authority** shall mean the authority mentioned in Schedule 'F'. ix. **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, terrorism, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely

		due to use or occupation by Airports Authority of India of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Airports Authority of India's faulty design of works. x. **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the parts of works assigned to other agency(s) by the contractor as per terms of contract. xi. **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender. xii. **Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India. xiii. **Tendered value** means the value of the entire work as stipulated in the letter of award.
3.	**Scope and Performance**	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4.		Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5.		The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6.	**Works to be carried out**	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7.	**Sufficiency of Tender**	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8.	**Discrepancies and Adjustment of Errors**	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
8.1		In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed :-
		i. Description of Schedule of Quantities. ii. Particular/ technical Specification and Special Condition, if any. iii. Drawings. iv. C P W D Specifications. v. Indian Standard Specifications of B I S./ IRC Code of Practice / ASTM standards.

		vi. Sound Engineering practice as directed by the Engineer-in-charge, whose decision in this regard shall final and binding on the contractor.
8.2		If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
8.3		Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
8.4	**Payment for similar items with different quoted rates in different subheads of the contract agreement**	If the contractor has quoted different rates for the same item appearing in two or more subheads, then the lowest of the rates quoted shall only be considered for payments during execution of work. In case of deviation of quantity of such item, payments shall be made at the lowest quoted rate for quantity executed upto the deviation limit specified in the contract. Beyond the deviation limit the rate shall be derived as per relevant contract provision.
9.	**Reverse Auction for purchase tenders**	AAI may opt for reverse auction in case of purchase tender if value of supplies put to tender is more than Rs.2Cr.
10.	**Signing of Contract**	The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, shall sign either single or Two agreements, as the case may be, one consisting BOQ for Civil works and another one for SITC and O&M/AMC/AICMC part.
i)		i. The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. ii. Standard AAI Form as mentioned in Schedule 'F' consisting of : a. Various standard clauses with corrections upto the date stipulated in Schedule 'F' alongwith annexures thereto. b. AAI Safety Code. c. Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors. d. AAI Contractor's Labour Regulations. e. List of Acts and omissions for which fines can be imposed. iii. **No payment for the work done will be made unless contract in form of agreement is signed by the contractor.**

SECTION - V
CLAUSES OF CONTRACT

CLAUSE 1

	Performance Guarantee	This clause is applicable for the works for which the estimated cost put to tender is more than Rs.5 crores.
		The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of award letter. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, or Bank Guarantee (including e-Bank Guarantee) from any of the Scheduled Commercial Banks (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act,1934 excluding Co Operative/Regional Rural Banks) in accordance with the form annexed hereto. (Appendix-XI).
		ii Performance guarantee should be furnished within 30 days of issue of award letter. In case the contractor fails to deposit performance guarantee within the stipulated period, no payment will be released to the contractor for the work done in respect of 1st running account bill. Moreover, interest @10% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.
		iii. The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of buildings and services / any other work thereafter, 50% of Performance Guarantee shall be retained as Security Deposit as per contract conditions. The same shall be returned on successful completion of commitment year wise proportionately.
		iv. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the AAI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. b. Failure by the contractor to pay the Chairman, AAI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
		v. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chairman, AAI.

NOT APPLICABLE

CLAUSE 1 A

	Recovery of Security Deposit	The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by AAI by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act,1934 excluding Co-Operative/Regional Rural Banks). In case a Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said Guarantee Bond, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. In works where condition of submission of performance guarantee is not applicable, the security deposit at the rate of 10% (Ten Percent) of gross amount of each running bill shall be deducted instead of 5%, till the sum will amount to security deposit of 10% of the contract value of work. Other conditions shall remain same as stated above. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in Fixed Deposit Receipt, Insurance Surety Bonds, Account Payee Demand Draft or Bank Guarantee from any of the Commercial Bank (if deposited for more than 12 months) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against Bank Guarantee issued by any Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act,1934 excluding Co-Operative /Regional Rural Banks), on its accumulations to a minimum of Rs. 5 lakh to the condition amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh **Note 1:** Provided further that the validity of Bank Guarantee shall be in conformity with provisions contained in the clause 17 which shall be extended from time to time depending upon extension of contract under provision of Clause 2 & Clause 5. **Note 2:** Note 1 above shall be applicable for both clause 1 and 1A.

Clause 2

	Compensation for Delay	If the contractor fails to maintain the required progress in terms of clause 5 or to complete the Work and clear the site on or before the contract or justified extended date of completion as per clause 5(excluding any extension under clause 5.5) as well as any extension granted under clause 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the AAI on

		account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.	
		i) Compensation for delay of work	If the completion of work is delayed due to reasons attributed to contractor, AAI shall be entitled for compensation for delay as detailed below : i. **For works costing upto Rs. 10.00 Lac:** 1.0% (one percent) of tendered value per week of delay or lesser amount as decided by the competent authority subject to a maximum of 10% of contract value. **ii For the works costing more than Rs 10 Lac** 0.5% (half percent) of tendered value per week of delay or lesser amount as decided by the competent authority subject to a maximum of 10% of the tendered value.
		Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in schedule 'F'for which a separate period of completion is originally given. In case no compensation has been decided by the authority in Schedule 'F'during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay. Provided that compensation during the progress of work beyond the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by Engineer- In-Charge under clause 3 for delay in performance and claim of compensation under that clause. In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in schedule 'F', after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. The amount of compensation may be adjusted or set-off against any sum payable to the' Contractor under this or any other contract with AAI. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the		

		re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause 2A

	Incentive for early completion	In case, the contractor completes the work ahead of stipulated date of completion so provided in 'Schedule F', a bonus @ 1 % (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Bonus/ Incentive shall be applicable for the contract completed before stipulated dated of completion and shall not be applicable for the contract extended beyond the stipulated period even with justified hindrance and without any action of compensation for delay. This clause shall not be applicable for the works which estimated cost put to tender is less than Rs. 50.00 Cr.

NOT APPLICABLE

Clause 2B

	Release of withheld amount against compensation for delay.	Withheld amount towards compensation for delay over and above Rs. 50.00 lacs, can be released against Bank Guarantee (on the format given at Appendix-1) or in the form of fixed deposit receipts or guarantee bonds of any Scheduled Bank but not Co-operative or Gramin Bank,pending finalization of case of extension of time by competent authority as per delegation of powers. Concerned Executive Director (Engg) will authorize such action on receipt of proposal from the Engineer-In-Charge through proper channel.

Clause 3

	When Contract can be Determined	Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases: **i.** If the contractor having been given a notice by the Engineer-in-Charge in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter. **ii.** If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge. **iii.** If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date on or before such date of completion, and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that

		behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer in Charge, the contractor will be unable to complete the same or does not complete the same within the period specified. **iv.** If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge. **v.** If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI. **vi.** If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge. **vii.** If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits any breach of Integrity Pact. **viii.** If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors. **ix.** If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order. **x.** If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days. **xi.** If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Chairman, AAI shall have powers : a. To determine the contract as aforesaid so far as performance of work by the Contractor of work is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee

		under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI. b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor or any other means to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3 (a)

		In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded within 30 days. Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 3 (b)

	Debarment of Contractor	(i) Contractor may be debarred if it is determined under breached the Integrity Pact of clause 41(a) and Code ofIntegrity of clause 41(b). (ii) Contractor can also be debarred for the reasons likesupply of sub-standard material, non-supply ofmaterial, abandonment of work, sub-standard quality of work, poor/ unsatisfactory performance. (iii) The period of debarment shall be upto two years.

CLAUSE 4

	Contractor liable to pay compensation even if action not taken under Clause-3	In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site

		thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

	Time and Extension for Delay	The time allowed for execution of the Works 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 such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
5.1		After the Contract is awarded, within 15 days, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'. Project Management shall be done. a. For works costing upto Rs. 5.00 Cr. -- CPM/ PERT Chart b. Works costing more than Rs. 5.00 Cr. -- By using Project Management Software like Primavera / MS Project or any other software with the approval of Engineer-in-charge. c. Contractor shall submit monthly progress reports (2 copies) highlighting status of various activities and physical completion of work. **PROGRAMME CHART** i. The Contractor shall prepare an integrated programme chart in Project Management Software for the execution of work, showing clearly all

		activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within fifteen days of award of the contract. A recovery of Rs. 2500/- (for works costing upto Rs. 5.00 Crores) / Rs. 5000/- (for works costing more than Rs. 5.00 Crores) shall be made on per day basis in case of delay in submission of the above programme. ii. The programme chart should include the following: a. Descriptive note explaining sequence of the various activities. b. Network (PERT / CPM / BAR CHART). c. Programme for procurement of materials by the contractor. Programme for deployment of machinery / equipment's having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone. iii. If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing upto Rs.5.00 Crores) / Rs. 5000/- (for works costing more than Rs.5.00 Crores) shall be made on per day basis in case of delay in submission of the modified programme. iv. The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement. v. The contractor shall submit the progress report using MS Project/Primavera software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/ - (for works costing upto Rs.5.00 Crores) / Rs. 5000/- (for works costing more than Rs.5.00 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.
5.2		If the work(s) be delayed by:- i. Force majeure, or an act of terrorism ii. Abnormally bad weather, or iii. Serious loss or damage by fire, or iv. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v. Delay on the part of other contractors or tradesmen engaged by Engineer- in-Charge for executing work not forming part of the Contract, or vi. Non-availability of stores, which are the responsibility of AAI to supply or vii. Non-availability or break down of tools and Plant to be supplied or supplied

		by AAI or viii. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control. then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works. All correspondence with the agency and concerned stakeholders during execution of works will be taken into consideration for evaluation of hindrances causing delay, for grant of extension of time by the Competent Authority.
5.3		Request for rescheduling of Milestones and 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 on the prescribed form to the authority indicated in schedule 'F'. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
5.4		In any such case the Engineer-in-Charge with the approval of authority indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the Milestones for completion of work. Such extension or re-scheduling of the milestone shall be communicated to the contractor by the Engineer-in-charge in writing, within 1 month or 4 weeks of the date of receipt of such request respectively. Non-application by the contractor for extension of time/ re-scheduling of milestones shall not be a bar for giving a fair and reasonable extension / re-scheduling of milestones by the Engineer-in-charge with the approval of authority indicated in schedule 'F' and this shall be binding on the contractor.

CLAUSE 6

	Measurements of Work Done	Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract. All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every

		appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed. The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorised representative of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in- Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Clause 6 A

	Computerised Measurement Book	Computerised measurement is mandatory for works costing more than Rs 5.00 Lacs. However in case of works costing lesser than Rs. 5.00 Lacs Engineer-in-Charge may decide for adopting computerized measurement if required, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.
		All such measurements and levels recorded by the contractor or his authorised representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorised representative. After the necessary corrections made by the Engineer-in- Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the

		Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked *from* the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerised measurements, and submit to the department a computerised measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks. The final, fair, computerised measurement book given by the contractor, duly bound, with its pages machine numbered, should be *100%* correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the records of Engineer-in-charge, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Engineer-in-charge for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered alongwith two spare copies of the "bill. Thereafter, this bill will be processed by the Engineer-in-charge and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements / levels by the Engineer-in-charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure setforth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general of local custom. In the case of item which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-charge or his authorized representative of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurements without such notice having been given or the Engineer-incharge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
		Engineer-in-charge or his authorised representative may cause either themselves

		or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

	Payment on Intermediate Certificate to be regarded as Advances	No payment shall be made for work, estimated to cost Rs. One lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 30 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ prevailing rate of interest of General Provident Fund shall be paid to the contractor from the date of expiry of prescribed time limit. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine of affect in any way powers of the Engineerin-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

		Pending consideration or extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt Manager / Manager (Engg) to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill(s) to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (percent) per annum on the advance payment made shall be paid to the AAI from the date of expiry of prescribed 10 days.

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge

CLAUSE 8

	Completion Certificate and Completion Plans	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete for 'Civil Construction Works' until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows,walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangement as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof. a. For electrical and mechanical capital works: The contractor shall remove the rubbish from the site. Following conditions must be met before recording

		completion certificate : Submits completion plan, maintenance manual, manufactures catalogue and gives performance test for system. b. For repair works: The performance of the repaired system has been tested and found satisfactory. c. For AMC work: The system has been tested for its performance/ completeness and taken over by AAI / next agency for operation and maintenance.

CLAUSE 8 A

	Contractor to keep site clean	When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. Where the work is done without waiting for the actual completion of all the other items of work in the contract, in case the contractor fails to comply with the requirements of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-charge shall give ten days notice in writing to the contractor.

CLAUSE 8 B

	Completion Plans to be Submitted by the Contractor	The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2013 and (Part -II External) 1994 or latest available specifications, as applicable within thirty days of the completion of the work. The contractor shall submit completion plan for building works, all services, and obtain occupancy certificate from local bodies on the basis of completion drawings within a period of 30 days from the date of completion. The contractor shall also submit catalogues of all equipment's and maintenance manual for the complete E & M systems. If contractor fails to submit completion plans of all works, he shall be liable to pay compensation @ 0.5% of the tendered value of works costing up to Rs. 5 Crores subject to maximum of Rs. 1.00 Lac and 0.25% for works costing more than Rs. 5 crores subject to maximum of Rs. 1.5.Lac. The decision of Project-in-charge in this regard shall be final and binding on the contractor.

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CLAUSE 9

	Payment of final bill	The corrected final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-incharge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and for those items which are in dispute on account of quantity and/ or rates shall be paid at approved quantity and/ or rates by the Engineer-in-charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his

		authorized representative, complete with account of materials issued by the Department and dismantled materials. lf the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the AAI within above prescribed time limit, if delay in payment, a simple interest @ prevailing rate of interest of General Provident Fund shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order. The Final bill shall be prepared for both L1 & L2 bidders for all tendered items (excluding Extra Items based on market rate) and payment shall be made on the basis of lower of the two.

CLAUSE 9 A

	Payment of contractor's bills to Banks	Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Engineer-in- Charge. i. Informations as per proforma attached. ii. An authorisation in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and iii. His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Airports Authority of India.

CLAUSE 10

	Materials supplied by Authority	Materials which Authority will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-charge. As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/ or schedule of quantities of the work. The contractor shall give in writing his requirement to the Engineer-in-charge, which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in- Charge in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement. Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, form any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials

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		supplied is available at site in original good condition. The contractor shall submit alongwith every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/ section-wise in the case of steel) and resulting variations and reasons thereof. Engineer-in-charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory. The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Not withstanding anything to the contrary contained in any other clause of the contract and all stores / materials so supplied to the contractor or procured with the assistance of the AAI shall remain the absolute property of Authority and the contractor shall be the trustee of the stores/ materials, and the said stores/ materials shall not be removed/ disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-charge or his authorised agent. Any such stores/ materials remaining unused shall be returned to the Engineer-in-charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/ materials the contractor shall have no claim for compensation on any account of such stores/ materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/ materials. On being required to return the stores/ materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-charge shall determine, having due regard to the condition of the stores/ materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/ or for criminal breach of trust, be liable to Authority for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Authority within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-charge whose decision in this regard shall be final and binding on the contractor. The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/ original condition at the time of completion or determination of the contract shall be returned to the Engineer-in- charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

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CLAUSE 10 A

	Materials to be provided by the contractor and Mandatory Tests	1. The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Authority. 2. The contractor shall, at his own expense and without delay; supply to the Engineer in- charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-incharge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-charge shall be issued after the test results are received. 3. The contractor shall at his cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-charge. 4. If any additional tests apart from mandatory tests specified in the contract are required to be carried out at the instance of AAI or any other advisory body, to ensure conformity of the item to the contract specifications, the cost of such tests shall be borne by AAI. In case the material / equipment fails in the above tests, the expenditure incurred by AAI on testing of such material or equipment along with incidental charges borne by AAI (if any) shall be recovered from the dues of the contractor and action shall be taken under Clause 16 and other relevant clauses of the contract. 5. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. 6. The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges including Testing charges. The Engineer-in-charge or his authorised representative shall always have access to the works and to all workshops and places where work is being prepared or from where materials manufactured, articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. 7. The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may be attracted for such

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		removal and substitution shall be borne by the Contractor. 8. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped atleast with the testing equipment as specified in Schedule F. 9. Details in respect of all mandatory tests shall be maintained in the desired format and attached with each Running Account Bill.

CLAUSE 10 B

(1)	**Secured Advance on materials**	The Contractor, on signing an indenture in the form to be specified in Appendix XX, shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge nonperishable, nonfragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contactor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc. The secured advance shall also be payable against items brought at site for use in electrical and mechanical systems. Such secured advance shall be paid on submission of Collateral Bank Guarantee submitted by the vendor against the payment in case equipment/system fails to perform on testing and commissioning. Normally secured advance is paid up to 75% of the assessed value of items but in any case it shall not exceed 80% of cost of items indicated for supply of equipment.
(II)	**Mobilisation Advance**	Mobilization advances not exceeding 10% of the contract amount may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more instalments to be determined by the Engineer-in-Charge. The amount of any installment shall not exceed 5% of the Contract amount of the work. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall bereleased by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment(s) to the satisfaction of the Engineer-in-Charge. Before any instalment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.
	Interest on Mobilisation advance	The mobilization advance bear simple interest at the rate as mentioned in **Schedule-F** per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive,on the outstanding amount of advance.

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	Recovery of Mobilisation advance	4. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment. If the circumstances are considered reasonable by the Engineerin-Charge, the period mentioned for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge DELETED

CLAUSE 10 C

	Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)	If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh, law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, then the amount of the contract shall accordingly be varied. If after submission of the tender, the price of any material incorporated in the works and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause), Authority shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any, for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2. Engineer-in-charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/ or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase I decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order. The cost of work for which escalation applicable is same as cost of work done

		shall be worked out as below: (a) Gross value of work done up to this quarter: (A) (b) Gross value of work done up to the last quarter: (B) (c) Gross value of work done since previous quarter (C)= (A-B) (d) Full assessed value of Secured Advance fresh paid in this quarter: (D) (e) Full assessed value of Secured Advance recovered in this quarter: (E) (f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F)= (D-E) (g) Advance payment made during this quarter: (G) (h) Advance payment recovered during this quarter: (H) (i) Advance payment for which escalation is payable in this Quarter (I)= (G-H) (j) Amount paid based on prevailing market rates due to deviations/variations as per Clause 12 during this quarter:(J) Then, M = C-F+I-J N= 0.85 M (k) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L) (I) Less cost of Engineering Consultancy Services rendered at fixed charges as per BOQ and paid during the quarter (X). **Cost of work for which escalation is applicable** **W=N-(L+X)** Provided always that: (a) Where provisions of clause 10C are applicable, provisions of clause 10 CC will not be applicable and; (b) Where provisions of clause 10 CC are applicable, provisions of clause 10C will not be applicable.

CLAUSE 10 CA

	Payment due to variation in prices of materials after receipt of tender	If after submission of the tender, the price of materials specified in Schedule-F increases/ decreases beyond the base price(s) as indicated in schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2. However for work done/ during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (Extra time to be calculated on pro-rata basis only as cost of extra work X stipulated period/ tendered cost). The increase/ decrease in prices of cement, steel reinforcement, structural steel, Bitumen and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under authority of Director General, CPWD applicable for Delhi including Noida, Gurgaon, Faridabad and Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer and as indicated in Schedule 'F' . In case, price index of a particular material is not

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		issued by Ministry of Commerce and Industry then the price index of nearest similar material as indicated in Schedule F shall be followed. The amount of the contract shall accordingly be varied for all such materials worked out as per the formula given below for individual material: Adjustment for component of individual material. $V = P \times Q \times \frac{Cl - Cl0}{Cl0}$ where, V = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered P = Base price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer CPWD and as indicated in Schedule 'F'. For Projects and original works Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra/substituted item, paid/to be paid at rates derived on the basis of market rates under clause 12.2 For maintenance works Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rates and extra/substituted items being scheduled items, but excluding nonscheduled extra/substituted item paid/to be paid at market rates under clause 12.2 Cl0 = Price index for cement, steel reinforcement bars, structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in schedule 'F'. For other items, if any provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'. Cl = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F' All India Wholesale Price Index for the material for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce. If actual purchase price of material is less than base price P and CI ≥ CIo then, this clause shall not be applicable. **Note:** i. In respect of justified period extended under the provisions of Clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work X stipulated period/ tendered cost) shall be considered.

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		Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of materials covered in this Clause. i. If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher. ii. Cement mentioned wherever in this clause includes cement component used in RMC brought at site from outside approved RMC plants, if any. iii. The date wise record of ready mix concrete shall be kept in a register and cement consumption for the same shall be calculated accordingly. If built-up steel items are brought at site from workshop, than the variation shall be paid for structural steel up-to the period when the built-up item/finished product is brought at site.
		Note: j. In respect of justified period extended under the provisions of Clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work X stipulated period/ tendered cost) shall be considered. Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of materials covered in this Clause. iv. If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher. v. Cement mentioned wherever in this clause includes cement component used in RMC brought at site from outside approved RMC plants, if any. vi. The date wise record of ready mix conctrete shall be kept in a register and cement consumption for the same shall be calculated accordingly. vii. If built-up steel items are brought at site from workshop, than the variation shall be paid for structural steel up-to the period when the built-up item/finished product is brought at site.

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Clause 10CC

	Payment due to Increase/ Decrease in Prices / Wages (excluding material covered under clause 10CA) after Receipt of Tender for	If the prices of materials and/ or wages of labour required for execution of work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

	works.	i. The base date for working out such escalation shall be the last stipulated date of the receipt of tenders including extension, if any. ii. The cost of work on which escalation will be payable shall be reckoned as below: a. Gross value of work done upto this quarter (A) b. Gross value of work done upto the last quarter (B) c. Gross value of work done since previous quarter (A-B) (C) d. Full assessed value of secured advance (excluding material covered under clause 10CA) fresh paid in this quarter (D) e. Full assessed value of secured advance (excluding material covered under clause 10CA) recovered in this quarter (E) f. Full assessed value of secured advance for which escalation is payable In this quarter (D-E) (F) g. Advance payment made during this quarter (G) h. Advance payment recovered during this quarter (H) i. Advance payment for which escalation is payable in this quarter (I) = (G-H) j. Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter: (J) Then, M=(C+F+I-J) N= 0.85 M k. Less cost of services rendered at fixed charges as per clause 34 and recovered during the quarter (L) l. Less cost of Engineering Consultancy services rendered at fixed charges as per BOQ and paid during the quarter (X) **Cost of work for which escalation is applicable** **W=N-(L+X)** *Cost of design & detailing shall be treated as Civil work for EPC contract
	m. Formula for adjustment in material cost **n. Formula for adjustment in POL cost**	Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule F. The decision of the Engineer-incharge in working out such percentage shall be binding on the contracts. (iii) The following principles shall be followed while working out the payment/recovery on account of variation of prices of materials and/or wages of labour (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill finally by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the work order issued) and there after at three moths interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion. (b) The indices as defined below (excluding Li) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period upto the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period. (c) The minimum wages of an unskilled mazdoor shall be the higher of the wage notified by Government of India, Ministry of Labour and that

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notified by the local administration both relevant to the place of work and the period of reckoning.

(d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the ariation in the rate for an unskilled Mazdoor alone shall be form the basis for working out the escalation compensation payable on the labour component.

(iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price o fmaterials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this clause 10CC shall mutatis mutandis apply.

(i) The contract prices shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:

(i) For Construction:

Vw= W * (1/100) * [Cp * (C1-Co)/Co + Lp* (Lr-Lo)/Lo+CMp*(CMrCMo)/ CMo+EMp*(EMr-EMo)/ EMo +Fp* (Fr-Fo)/Fo+Sp* (SrSo)/ So+ BP *(Br- Bo)/ Bo]

(ii) For Maintenance

Vw= W * (1/100) * [LP* (Lr-Lo)/Lo +CMP* (CMr-CMo)/CMo+EMp* (EMr-EMo)/ EMo + Bp*(Br- Bo)/Bo]

Where, W=cost of work done as per para (ii) above.

Vw (Variation of cost of Work) =Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components. Percentage components of materials &labour as specified in the schedule F are defined as under: -

Cp- Cement component,

Lp - Labour component,

CMp- Civil component of other construction materials

EMp- E & M i/c IT and AS component of construction materials

Fp-POL (Diesel) component

Sp- Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component

Bp- Bitumen Component

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

Co= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.

C1= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

Lo= Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.

Lr= Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter

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		previous to the one under consideration. CMo= Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as published by AAI. CMr= Price Index for civil components of other construction materials for the period under consideration, as published by AAI. EMo= Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as published by AAI. EMI= Price Index for E & M components of construction materials for the period under consideration, as published by AAI. Fo= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.
	o. Formula for adjustment in POL cost	Fr= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration. So= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any. Sr= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration. Bo= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any Br= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

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CLAUSE 10 D

	Dismantled Material AAI Property	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as property of AAI and such materials shall be disposed *off* to the best advantage of Authority according to the instructions in writiting issued by the Engineer-in-charge

CLAUSE 11

	Work to be executed in accordance with specifications, drawings, orders etc.	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect to the work signed by the Engineer in charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule F or in any Bureau of Indian Standard or any other published standard or code or Schedule of Rates or any other printed publication referred to elsewhere in the contract.The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy suitability

		and safety of all the works and methods of construction.

CLAUSE 12

	Deviations / variations extent and pricing	The engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineering- charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
12.1		The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value being ordered, be extended, if requested by the contractor, as follows: i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the engineer-in-charge.
12.2	**Deviation, Extra Items and Pricing**	In the case of extra item(s) (items that are completely new, and in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-charge shall within Six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
	Deviation, substituted items pricing	In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para. (i) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted). (ii) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
	Deviation, Deviated Quantities, Pricing	In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the

		contractor shall be paid in accordance with the rates so determined.
12.3		The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engieer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
12.4		The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge, which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Executive Director Engineering may authorise consideration of such claims on merits.
12.5		For the purpose of operation of Schedule F, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract: i. For Buildings: All works upt to 1.2 metres above ground level or up to floor 1 level whichever is lower. ii. For abutments, piers and well staining: All works up to 1.2 m above the bed level. iii. For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures: All works up to 1.2 m above the ground level. iv. For roads, apron, runway & taxitrack all items of excavation, filling GSBC and including treatment of sub-base. v. For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the ground level. vi. For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
12.6		Any operation incidental to or necessarily has to be in contemplation of tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

	Foreclosure of contract due to Abandonment or Reduction in Scope of Work	If at any time after acceptance of the tender or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

		i. Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks. ii. AAI shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however AAI shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by AAI, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor. iii. If any materials supplied by AAI are rendered surplus, the same except normal wastage shall be returned by the contractor to AAI at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to AAI stores, if so required by AAI, shall be paid. iv. Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable. v. Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the AAI as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the AAI from the contractor under the terms of the contract. In the event of action being taken under clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid upto the extended date the completion or stipulated date of completion if no extension has been granted plus 180 days beyond that. Wherever, such a fresh Performance Guarantee is furnished by the contractor, the Engineer in Charge may return the previous Performance Guarantee.

CLAUSE 14

	Carrying out part Work at risk & cost of contractor	a. If contractor: i. At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

		ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or iii. Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. b. The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to AAI, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to: i. Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or ii. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. c. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and executed at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by AAI because of action under this clause shall not exceed 10% of the tendered value of the work. d. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. e. Any excess expenditure incurred or to be incurred by AAI in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by AAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to AAI in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. f. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract/ provisions of law. In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15

	Suspension of Work	i. The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in- Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons: a. on account of any default on the part of the contractor or; b. for proper execution of the works or part thereof for reasons other than the default of the contractor; or c. for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
		ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above (but not attributed to contractor): a. the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and; b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days. c. If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reasons (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as on omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15 A

	Compensation in case of delay due to late supply of stipulated material by AAI.	The contractor shall not be entitled to claim any compensation from AAI for the losses suffered by him on account of delay by AAI in the supply of materials in Schedule 'B' where such delay is covered by the difficulties relating to supply of wagons, force majeure or any reasonable cause beyond the control of AAI. This clause 15 A will not be applicable for works where no material is stipulated for issue by AAI.

CLAUSE 16

	Action in case Work not done as per Specifications	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorize subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the AAI or any organization engaged by the Department of Quality Assurance and of the Chief technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in -charge or his authorized subordinates in charge of the work or to the Executive Director-In-charge of quality assurance or his subordinate officers or the officers of the organization engaged by the AAI for quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs.10 lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may considered reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

	Contractor Liable for Damages, defects during maintenance period	If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineerin-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs.Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE 18

	Contractor to Supply Tools & Plants etc.	The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-incharge's stores) machinery, tools & plants as specified in Schedule F. in addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-incharge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient

		portions thereof.

CLAUSE 18 A

	Recovery of Compensation paid to Workmen	In every case in which by virtue of the provisions sub-section(i) of Section 12, of the Workmen's Compensation Act, 1923, AAI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, AAI will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the AAI under sub-section(2) of Section 12, of the said act, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise. AAI shall not be bound to contest any claim made against it under subsection(1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.

CLAUSE 18 B

	Ensuring Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the AAI Contractor's Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the AAI under sub section (2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.

CLAUSE 19

	Labour laws to be complied by the Contractor	The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

CLAUSE 19 A

		No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19 B

	Payment of wages	Payment of wages: i The contractor shall pay to labour employed by him either directly or through sub contractors, wages not less than fair wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable. ii The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him. iii In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. iv. The following deductions shall be permissible to be made by the Engineer-in-Charge. a. The Engineer-in-charge concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of the Regulations. b. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise. v. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating

		thereto and the rule made thereunder from time to time. vi. The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub contractors. vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract. viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19 C

		In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Engineer-incharge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

		The contractor shall submit by the 4th and 19th of every month, to the Engineer-incharge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: i. the number of labourers employed by him on the work, ii. their working hours, iii. the wages paid to him, iv. the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and v. the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them Failing which the contractor shall be liable to pay to AAI, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and shall be binding on the contractor.

CLAUSE 19 E

		In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.

CLAUSE 19 F

		Leave and pay during leave shall be regulated as follows: 1. Leave: i. In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day. ii. In the case of miscarriage - upto 3 weeks from the date of miscarriage. 2. Pay: i. In the case of delivery – leave pay during maternity leave will be at the rate of women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater. ii. In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage. 3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave. 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix – III and IV, and the same shall be kept at the place of work.

CLAUSE 19 G

		In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting,filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed by the contractor (s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor (s). The contractor (s) shall erect, make and maintain at his / their own

		expense and to approved standards all necessary huts and sanitary arrangements required for his / their work –people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor (s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor (s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor (s).

CLAUSE 19 H

		The contractor (s) shall at his / their own cost provided his / their labour with a sufficient number of huts (hereinafter referred to as the camp) on the following specifications on a suitable plot of land to be approved the Engineer-in-Charge. **i. Facility to be provided** a. The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer. b. The contractor shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.
		c. The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women. d. The contractor (s) shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened. **ii. Specifications** a. All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge in case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with the thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water – tight. b. The contractor (s) shall provide each hut with proper ventilation. c. All doors, windows and ventilators shall be provided with suitable leaves for security purposes. d. There shall be kept an open space of at least 7.2 m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed. **iii. Water Supply** The contractor (s) shall provided adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provide.

		The contractor (s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available and shall pay all fees and charges therefor. iv. The site selected for the camp shall be high ground, removed from jungle. **v. Disposal of Excreta**: The contractor (s) shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor (s) shall make arrangements for the removal of the excreta through the Municipal Committee / authority and inform it about the number of labourers employed so that arrangements may be made by such Committee / authority for the removal of excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality / authority. The contractor shall provide one sweeper for every eight seats in case of dry system. vi. **Drainage** The contractor (s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy. vii. The contractor (s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers. viii. **Sanitation** The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

		The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual work premises, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Assistant Manager/Junior Executive will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19 J

		It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the General Manager Engg. Whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.However, the Executive Director Engg., through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19 K

	Employment of skilled / semiskilled workers	The contractor shall at all stages of work deploy skilled / semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute/National Institution of Construction Management and research (NICMAR) National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen alongwith requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer –in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provision of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs.5 crores.

CLAUSE 19 L

	Contribution of EPF and ESI	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor~~. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer-in-Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order~~

CLAUSE 19 M

	Compliance of NGT guidelines	The contractor is required to follow latest NGT guidelines at the construction site and any violation of such guidelines will be in his account.

CLAUSE 20

	Minimum Wages Act to be Complied with	The contractor shall comply with all the provision of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

	Work not to be sublet. Action in case of insolvency	The contract shall not be assigned or sublet without the written approval of Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineers in Charge on behalf of the AAI shall have power to adopt the course specified in Clause 3 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

		All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AAI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23

	Changes in firm's Constitution to be intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

		All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

	AAI Mediation Policy & Empanelment of Arbitrator & Mediators.	**Dispute Resolution Clause** All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter: **(i) Through Mediation:** All dispute (s), at the first instance, shall be referred to the Mediation Committee of Independetn Experts (MCIE) or individual mediator for mediation a per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the

		parties. In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date fo receipt of Partial Settlement Agreeement or Failure Report. **(ii) Adjudication through Arbritration**: Incase no final settlement has been arrived at between the parties after mediation or partially settled as per sub para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration. a. When the amount involved is above 25Crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator. b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining Consent of the other party, as per format annexed at Annexure"A" Unless the contract has already been redudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the Agreement. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time Fee payable to the Arbitrators(s) shall be as per Schedule – IV of the Arbitration & Concilation Act, 1996 and shall be borne by the both parties equally No dispute shall be referred for resolution under the clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter –VA of the Airports Authority of India Act, 1994

CLAUSE 26

	Contractor to indemnify AAI against Patent Rights	The contractor shall fully indemnify and keep indemnified the Chairman AAI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay and royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against AAI in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the AAI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

	Lump sum Provisions in Tender	When the estimate on which a tender is made, includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items ,or if the part of work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump- sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of the clause.

CLAUSE 28

	Action where no specifications are specified	In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

	With-holding and lien in respect of sums due from contractor	i. Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in Charge of the AAI or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or AAI will be kept withheld or retained as such by the Engineer-in-Charge or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual

		capacity or otherwise. ii. AAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc,. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whatsoever. Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Director Engineering / General Manager Engineering on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Director Engineering / General Manager Engineering.

CLAUSE 29 A

	Lien in respect of claims in other Contracts	i. Any sum of money due and payable to the contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the AAI or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the AAI or with such other person or persons. ii. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the AAI will be kept withheld or retained as such by the Engineer-in-Charge or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30

	Employment of coal mining or controlled area labour not permissible	i. The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted. ii. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor. iii. The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area

		labourer. Failure to do so shall render the contractor liable to pay to AAI a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in –Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract. iv. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872. **Explanation** :- Controlled area mean the following areas: Districts of Dhanbad, Hazaribagh, Jamtara- Sub-Division under Santhal Pargana Commissionery, District of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 31

	Unfiltered water supply	The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions. i. That the water used by the contractor (s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge. ii. The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31A

	Departmental water supply, if available	Water if available may be supplied to the contractor by the department subject to the following conditions:- i. The water charges @1% shall be recovered on gross amount of the work done. ii. The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply. iii. The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor (s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the AAI's water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

	Alternate water arrangements	i. Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the AAI, no charge shall be recovered from the contractor or that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and well are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor. ii. The contractor shall be allowed to construct temporary wells in AAI land for taking water for construction purposes only after he has got permission of the

		Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33

	Return of Surplus materials	Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of AAI either by issue from AAI stocks or purchase made under orders or permits or licenses issued by AAI, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the AAI and return, if required by the engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such prices as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to AAI for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

	Hire of plant & Machinery	i. The Contractor shall arrange at his own expense all tools, plant, machinery and equipment(hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the AAI over and above the T&P stipulated for issue, the AAI will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-charge. In such a case, all the conditions hereunder for issue of T & P shall also be applicable to such T&P as is agreed to be issued. ii. Plant & Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard / shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor. iii. The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his

		programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the department. iv. The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in- charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Executive Director (Engg) /General Manager (Engg) shall be final and binding on the contractor. v. The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof. vi. Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work. vii. Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-incharge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored. viii. The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing / wash out irrespective of the period employed in servicing. ix. The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-charge, the work or a portion of work for which the same was issued is completed. x. Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign

		the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure). xi. In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion. (a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate. xii. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor. xiii. The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided AAI's plant and machinery in question have, in fact, remained idle with the contractor because of the suspension. xiv. In the event of the contractor not requiring any item of plant and machinery issued by AAI though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35

	Condition relating to use of asphaltic materials	i. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used. ii. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution of for reasons other than authorised changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to AAI, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing. iii. The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating asphaltic work shall be refunded after the expiry of this

		period.

CLAUSE 36

	Employment of Technical Staff and employees	Contractors Superintendence, Supervision, Technical staff & Employees i. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal technical representative to be charge of the work and other technical representative (s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower than specified in schedule 'F". The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative (s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work. All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required to the Engineer-in-Charge and / or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Technical Representative and other technical representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative (s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative (s) shall not look after any other work. Substitutes, duly approved by engineer – in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative (s) by more than two days. If the Engineer–in–Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer–in- Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and / or other technical representative (s) and if such

		appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the Enginee–in–Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative (s) (in the form of copy of Form- 16 or CPF deduction issued to the Engineer employed by him) alongwith every running account bill / final bill and shall produce evidence if at any times so required by the Engineer– in–Charge. ii. The contractor shall provide and employ on the site only such technical assistants as are skilled, and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes. iii. The contractor shall not change his engineer/supervisory staff after approval of the Engineer-In-Charge. If Contractor wants to replace any of his staff due to unavoidable circumstances, he will seek permission of Engineer-In-Charge indicating reasons for such change, qualification and experience of the alternative employee suggested by him. The qualification and experience of the alternative staff shall not be inferior to the person employed earlier.

CLAUSE 37

	Levy/Taxes/ Royalty/ Land Licence fee payable by Contractor	1. Taxes: a. Rates to be quoted by the parties should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items b. However GST, as applicable, shall be paid to the contractor, for any taxable supply / services / construction rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract. c. In case supplies / services / works involve imports; the same should be identified separately. Basic Custom Duty & IGST will be paid directly by AAI by utilizing EPCG license / Duty Credit Scrip under Service Export from India Scheme (SEIS) of Govt. of India. 2. Royalty: a. The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor shall deposit royalty and obtain necessary permit for collection of stone, sand, red bajri, kankar etc. from the local authority in the matter and will abide by the notification issued by Central Govt. / State Government / Local State Authorities as applicable from time to time in this regard. The contractor is also bound to allow deduction from his bills any difference in statutory taxes/royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement of all demands in this regard by Central / State Govt. b. This will also be applicable to forest produce.

		c. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the AAI and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the AAI and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor. 3. License fee for land i. Land/space (Paved/ Unpaved Covered-AC or Non-AC), to the extent allotted to contractors during execution of work for the purpose of installation of plants, labour camps, cement godown, site office, stacking of materials shall be provided at free of cost upto defect liability period/ mentainence period. ii. A security deposit at the rate of Rs 500/- per sqm in the form of DD/BG shall be deposited by the contractor. In case contractor do not deposit security deposit same shall be deducted from Ist Running Account Bill. iii. Such security deposit shall be released only after allotted land has been fully vacated by the contractor to entire satisfaction of Engineer-in Charge. If contractor fails to vacate the allotted land/ space (Paved/ Unpaved/ Covered-AC/ Non-AC) after Defect Liability Period/ Mentainence Period of the work shall be charged as per prevailing licence fee of the airport plus 25% penalty over that.

CLAUSE 38

	Conditions for reimbursement of levy/taxes if levied after receipt of tenders	i. Rates to be quoted by the parties, should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute applicable on last stipulated date of receipt of tender including extension if any but exclusive of GST. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation, as per Govt. order after the last date of receipt of tender including extension if any, in rates of GST, Building and Other Construction Workers Welfare Cess orimposition or repeal of any other taxe, levy or cess applicable on output of the works contract shall be adjusted on other side, increase or decrease. Provided further that for GST, Building and Other Construction Workers Welfare Cess orany tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such increase in tax/levy/cess including GST shall not reimbursed if made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause in Shedule F. ii. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of AAI or the Engineer-in-Charge and further shall furnish such other information / document as the Engineer-in- Charge may require from time to time. iii. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to the condition, together with all

		necessary information/documents relating thereto.

CLAUSE 39

	Termination of contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

	If relative working in AAI then the contractor not allowed to tender.	The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage. NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41

	No any officer in Department of Engineering to work as contractor within one year of retirement	Engineer or any officer employed in engineering or administrative duties in an engineering department of AAI shall not work as a contractor or employee of contractor for a period of one year after his retirement from AAI service without the prior permission of AAI in writing. This contract is liable to be cancelled 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 AAI as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 41(a)

	Integrity Pact and Independent External Monitor.	Signing of Integrity Pact (As per Appendix XVIII) is mandatory for every bidder/contractor if provided so in Schedule F. All tenderers shall have to submit an undertaking as per Appendix XVIII along with tender documents. AAI shall appoint Independent External Monitor(s) to oversee effective implementation of Integrity Pact for such works/supplies. For this purpose, a panel of Independent External Monitors shall be constituted by the Authority in concurrence with Central Vigilance Commission (CVC). i. The Contractor/Supplier shall have to act in accordance with the conditions laid down in the integrity pact. a. Signing of Integrity Pact is mandatory for every Bidder/Contractor in this procurement/bid process the signed original pact to be send to the office of Bid Manager and should reach before the due date mentioned in NIT. b. The Bidder/contractor shall commit itself to ensure taking all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage as specified in section 3 of the integrity pact. c. Any breach of the aforesaid provisions by the Bidder or any one employed

		by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the authority to take all or any one of the action as specified in section 6 of the integrity pact. ii. In case any violation of above conduct is established, AAI reserves right to take following actions. a. If contractor commits a violation of its commitments and obligations under the Integrity Pact Program during bidding process, he shall be liable for disqualification from tender process and forfeiture of his Earnest Money Deposit/ Bid Security. b. In case of violation of the Integrity Pact after award of the contract, Authority is entitled to terminate the contract and shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit or Performance Bank Guarantee, whichever is higher. c. Authority may initiate appropriate proceedings against the contractor. d. Contractor will be liable to pay damages as determined by the Authority. e. Contractor against whom an action for violation of its commitments and obligations has been taken earlier, again commits a violation, the Authority is entitled to debar such contractor for future tender/ contract processes for a period as deemed fit. f. A violation is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along-with Independent External Monitor's recommendations / suggestions that no reasonable doubt exist in the matter. iii Person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

CLAUSE 41(b)

	Code of Integrity	No official of AAI or a bidder shall act in contravention of the codes which includes (i) prohibition of (a) making offer, solicitation or acceptance of bribe,reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process. (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided. (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process. (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain. (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly. (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process. (g) obstruction of any investigation or auditing of a procurement process. (h) making false declaration or providing false information for participation in a tender process or to secure a contract; (ii) disclosure of conflict of interest. (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three

		years or of being debarred by anyother procuring entity.

CLAUSE42

	Return of material and recovery for excess material issued.	i. After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance – (see Clause 10), Theoretical quantity of materials issued by the AAI for use in the work shall be calculated on the basis and method given hereunder; a. Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard co-efficients for the consumption of cement or bitumen are not available in the above mentioned schedule / statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge. b. Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer-in- Charge, including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter-wise, section wise and category wise separately. c. Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables pig lead and G.I. / M.S. sheets shall be taken as quantity actually required and measures plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter-wise & category-wise. d. For any other material as per actual requirements. ii. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F' shall be final and binding on the contractor. For non scheduled items, the decision of the Engineer – in - charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor. a. The said action under this clause is without prejudice to the right of the AAI to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications. b. For materials brought by the contractor for use in item of work at site, similar theoretical consumption shall be prepared and submitted to the Engineer-in-Charge for verification. If it is found that material consumed in the work is less than the theoretical consumption after taking into account permissible minus variation, the recovery for corresponding material shall be effected as per rates specified in schedule 'F' under Clause 42.

CLAUSE 43

	Compensation during warlike situations / act of terrorism	The work (whether fully constructed or not) and all materials, machines, tools and plants scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation or act of terrorism, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work original executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in charge upto Rs.5,000/- and by the Executive Director Engg. concerned for a higher amount. The contractor shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in- Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in- Charge (b) for any material etc. not on the site of the work or for any tools plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer – in - charge.

CLAUSE 44

	Apprentices Act provisions to be complied with	The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Director Engg. / General Manager (Engg.) may, in his discretion, cancel the contract.The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

	Release of security deposit after labour clearance	The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. lf a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, withheld the amount required to settle the complaint from his security deposit and refund the balance amount.

CLAUSE 46

	Contractor's Liability and Insurance of Works	i. From commencement to completion of the Works, the Contractor shall take full responsibility for the case 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 and all AA l's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge. ii. In the event of any loss or damage to the Works or any Part thereof or to any T & P, to any material or articles at the Site from any of the Excepted Risks 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, taking to AAI's store such AAI's T & P, 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 the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and iii. 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. iv. Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts ,the contractor at his own cost shall insure ,in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks)for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause hereof; a. All works including temporary works to their full value executed from time to time. b. The construction materials and equipments to their full value brought on to the site by the contractor. v. The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto. vi. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property,or to any person for at least the minimum amount of Rs. 1.00 lakh with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract. vii. The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936,

		Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the 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 a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his 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 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. viii. All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India. ix. The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation in writing. x. 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. A self-certified copy of such policies are required to be submitted to the Engineer-in-charge. xi. The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the Engineer-in-Charge. A self-certified copy of such policies are required to be submitted to the Engineer-in-charge. xii. If the Contractor and/or his subcontractor (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 AAI 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 AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor. xiii. In case contractor takes Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value alongwith third party liability (max of 10% of tendered value or as applicable as per Insurance Regulatory Authority of India) then there is no requirement for taking separate insurance by sub contractors. However, workmen compensation policy is required to be taken separately by main contractor and sub contractor for workers employed by them.

CLAUSE 47

	Composite Contract and responsibilities of main agency	i. The tenders have been called for composite work consisting of civil construction and other associated specialized works. The pre-qualification criteria shall be applicable for each subhead of work independently. The agency meeting PQ criteria for the main work shall be considered for execution of composite work. However the agency shall be allowed to

		execute only those specialized subheads of works for which bidder meets PQ criteria individually. ii. The main contractor shall be permitted to execute only those works (covered under one or more subhead) for which he meets all requirements of pre-qualification including financial, technical and technological requirement specified in the PQ criteria. iii. Main contractor will associate expert agencies for the execution of specialized works under various subheads for which he himself has failed to meet PQ criteria. In such case he will appoint his associate for the execution of each specialized work with the approval of the NIT approving authority. The main contractor shall intimate the names of only those agencies who fully meet the PQ criteria for each specialized work for the acceptance of the department. iv. Main contractor shall not be permitted to change their associate agencies in the course of execution of work. If change of agency is inevitable then a request shall be submitted to the engineer-in-charge in writing giving full justification for change of agency. The proposal should include name of the alternate agency along with his financial, technical capabilities and work experience in the appropriate field. Such change shall be allowed only after receiving approval from the competent authority.

	Composite contract- Tripartite agreement	This clause is applicable for the works for which the estimated cost put to tender is more than Rs.500.00 crores. i. The main contractor shall finalise his rates, terms and conditions and mode of execution of work with specialised agencies for all works covered in various subhead of works on receipt of work order but specifications, preferred makes of materials and performance of system shall remain as specified in tender document. ii. The main contractor shall arrange an agreement between department, main contractor and associated agencies for all subheads on receipt of work order from the engineer-in-charge. Main contractor and expert agency shall be jointly responsible for quality of work and performance of the system. iii. Main contractor shall submit list of associated agency for each specialized work within $1/12^{th}$ of stipulated completion period or within one month from issue of work order whichever is later along with documentary evidence for financial soundness, technical capabilities and their experience for executing similar specialized works along with his application seeking acceptance for the name of associated agency. Approval / rejection for the name of associated agency shall be accorded thereafter by NIT approving authority within a period of 15 days each subhead wise. iv. The main contractor shall submit duly signed tripartite agreement on the format provided by AAI within $2/12^{th}$ of stipulated completion period or 60 days whichever is later for acceptance and signature of department. The extension of time for signing of this agreement shall not be generally permitted. The signing time shall only be extended if handing over of site is delayed due to reasons beyond control of the contractor.
	Conditions of composite contract	i. Main contractor shall be responsible for submission of earnest money. ii. The mobilization advance shall be paid to main contractor as per terms and conditions of contract and indicated under Clause 10 B. The first instalment of mobilization advance shall be corresponding to the value of work which shall be executed by the main contractor. The subsequent mobilization advances corresponding to value of work covered in each subhead shall be released on signing of each Tripartite Agreement with expert agency for the same.

		iii. The security deposit shall be deducted from the running bills of main contractor after adjustment of full earnest money. iv. Main contractor shall be responsible for completion of work as per time schedule indicated in the NIT. The compensation for the delay shall be levied on the main contractor only. v. The coordination meetings called by AAI or it's representative shall be attended by associated expert agencies as and when required. Expert agency shall be responsible for technical soundness, quality of work and adherence to tender specifications. The main contractor as well as associated agency shall be responsible for rectification of deficiencies noticed in specialized work.
	Payment Conditions for Composite Contract	i. It will be the responsibility of main contractor to finalize expert agencies for the execution of works covered under all subheads of NIT and get the tripartite agreements signed as per NIT requirement at an early date. The main contractor shall not be paid for value of work covered under second running bill & subsequent bills till all Tripartite Agreements are signed by all agencies concerned. ii. The main contractor must fill the ratio of work which shall govern the ratio of direct payment to the expert agency and to the main contractor for each subhead of work in schedule F. This ratio may also be indicated in tripartite agreement. Thus direct payment to each expert agency shall be released in the same ratio from the net payment (after all deductions). iii. The running bill for specialized work shall be processed as per terms and conditions of the contract. All deductions like security deposit, income tax and part rate for incomplete work or due to any other reason shall be made as per contract conditions from each running bill. In case the ratio as desired under (ii) is not filled by the main contractor AAI will make payment of 75% of the net payable amount to the expert agency directly and balance 25% shall be paid to the main contractor.

Clause 48

	Escrow Account	i. All payments for the works estimated cost more than Rs.500 Cr shall be made only through Escrow Account opened by the contractor. However for works costing less than Rs.500 Cr., it shall be at the descretion of Technical Sanctioning authority to opt for Escrow account or not. The bank charges for Escrow Account shall be borne by contractor. The detailed condtions of Escrow Account shall be drawn in consultation with associated bank. ii. Mobilization advance for mobilisation of resources and purchase of plant & machinery shall be credited directly to the escrow account opened for this contract through bank transfer as per terms and condition of contract. The agency shall be able to utilise 25% (or as decided by TS authority) of each instalment of mobilisation advance to meet minor expenses like construction of site office, purchase of office equipment and other minor works, while release of balance 75% fund shall be regulated by the department. The contractor shall seek prior concurrence of Engineer-in Charge for release of payment to the supplier etc. through Escrow Account by the Bank. Funds against cheque issued by contractor shall be released by Bank on receipt of written consent from Engineer-in Charge. iii. Payment received and credited against each RA Bill, can be utilised 25% directly by the contractor for minor expenses like salary, stationary, office expenses etc. AAI shall exercise control for release of payment by contractor for balance 75%. iv. The Contractor shall submit his proposal to the Engineer-in-Charge/Authority

		for utilisation of funds made available by AAI (75% against each RA bill) a. Name of agency for whom payment is proposed to be released. b. Details of work executed/material supplied by agency to whom he intends to release payment. c. Nature of advance payment if any, has to be released to the supplier for supply of material for the project only. d. Documentary evidence in support of his claim. v. Engineer –in-charge will examine and approve full/part of such payments as per agency's request within maximum of three working days. The terms and condition of Escrow Account shall be finalised with bank according to terms and conditions of contract. Bank shall release payment against such cheques only after written consent of authorised officer of AAI is received. Contractor shall be permitted to close Escrow Account on receipt of final payment for the work/project or on receipt of letter for foreclosure of work by the AAI. All balances and liabilities against this Escrow Account shall be left at the disposal of the contractor.

Clause: Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earth quakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, adminstracots, municipal commissioners, urban managers, engineers, architects, planners, public etc., to ascertain proneness of any city/location/site to multi-hazard which includes earthquakers, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrasturcures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Governmnet of India and available at the website www.bmtpc.org

It is mandatory for the bidders to refer Vulnerability Atlas of India multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

i) Seismic zone (II t V) for earthquakes
ii) Wind velocity (Basic Wind Velociy:55,50,47,44,39&33m/s)
iii) Area liable to floods and probable max.surege height
iv) Thunderstorms history
v) Number of cyclonic storms/sever cyclonic storms and max sustained wind specific to coastal region
vi) Landslides incidences aith Annual rainfall normal
vii) Distric wise probabale max. precipitation

Note : In case of difference or ambiguity in Hindi and English version anywhere, the English version will prevail.

Annexure – "A"

Format Consent Letter
Dispute Resolution Clause – Para 2 ii (b)

To,
The Chairman/Member/Regional Executive Director,
Airports Authority of India,

Sub: Request for appointment of arbitrator under Clause----------of the----------
Agreement Dated----------for----------

Sir/Madam,

1. We state that----------(contractor/agency)was awarded work/concession of----------at----------Airport/----------(other location) of Airports Authority of India through Award letter dated----------
2. Dispute related to----------arose between us (Contractor/agency) and AAI
3. On----------(date), dispute was referred to Mediation as per AAI Mediatio policy and any settlement on the following claims/Disputes was not reached between the parties:
   (i)

(ii)
(iii)

4. A concise statement along with claim in respect of each of disputes is attached herewith.
5. In view of the above, we invoke arbitration under claue----------of the agreement between us and AAI and as per provision to section-12(5) of the Arbitration & Conciliation Act, 1996 we hereby agree and request the Chairman/Member/Regional Executive Director AAI to appoint arbitrator from AAI's panel of arbitrators.
6. I/We also give my/our consent for appointing any of an arbitrator from AAI's approved panel of arbitrators as per paragraph-5 above.

Thanking You,

(----------)
Authorized Signatory of
Encl: As above

AIRPORTS AUTHORITY OF INDIA

SAFETY CODE

1. Suitable Scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding on staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.(3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 ½ “) for ladder upto and including 3m. (10ft.) in length. For long ladders, this width should be increased at least ¼” for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person on which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. a. **Excavation and Trenching** – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the Trench to at least 90cm (3fts) above the surface of the ground. The side of the trenches which are 1.5 m. (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. **Safety Measures for digging bore holes** : -

   i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
   ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;
   iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 Mtr all around the point of drilling to avoid entry of people/animals;
   iv. After driiling the bore well, a cement platform (0.50 Mtr x 0.50 Mtr x 1.20 Mtr) 0.60 Mtr above ground level and 0.60 Mtr below ground level should be constructed around the well casing;
   v. After the completion of the borewell, the contractor should cap the borewell properly by welding steel plate, cover the borewell with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
   vi. After the borewell is drilled the entire site should be brought to the ground level;

7. Demolition – Before any demolition work is commenced and also during the progress of the work,
   i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
   ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
   iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
   i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
   ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
   iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
   iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
   v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
   a) Entry for workers into the line shall not be allowed except under supervision of the Sr.Superintendent (Engg.) or any other higher officer.
   b) Atleast 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
   c) Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
   d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
f) The area should be barricaded or condoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which a worker may be allowed to work continuously inside the manhole.
j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
c) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii)(i) of AAI Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

v) Overall shall be worn by working painters during the whole of working period.
vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of AAI.
viii) AAI may require, when necessary medical examination of workers.
ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in- Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY AAI OR ITS CONTRACTORS

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of AAI in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment.

(a) For work places in which the number of contract labour employed does not exceed 50 Each first –aid box shall contain the following equipments:

1. 6 small sterilised dressings
2. 3 medium size sterilised dressings
3. 3 large size sterilised dressings
4. 3 large sterilised burn dressings
5. 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.

1. 12 small sterilised dressings.
2. 6 medium size sterilised dressings.
3. 6 large size sterilised dressings
4. 6 large size sterilised burn dressings.
5. 6 (15 gms) packets sterilised cotton wool.
6. 1 (60 ml). Bottle containing two per cent alcoholic solution iodine.
7. 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute / Government of India.
13. A bottle containing 100 tablets (each of 5 gms) of aspirin.

14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
(iv) Nothing except the prescribed contents shall be kept in the First-aid box.
(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
(vi) a person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
ii) Separate and adequate cleaning facilities shall be provided for the use of male and femal workers.
iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

i) Latrines shall be provided in every work place on the following scale namely:
   a) Where female are employed, there shall be at least one latrine for every 25 females.
   b) Where males are employed, there shall be at least one latrine for every 25 males.

ii) Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
iii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
iv) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

v) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b)The notice shall also bear the figure of a man or of a woman, as the case may be.

vi) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

vii) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

viii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

ix) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

x) The contractor shall at his own expense, carry out all instructions issued to him by the Engineerin-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head. Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

i) At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a,b & c.

ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

i) In every work place where the work regarding the employment of contractor labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

ii) The canteen shall be maintained by the contractor in an efficient manner.

iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be limewashed or colour washed at least once in each year.Provided that the inside walls of the kitchen shall be lime washed every four months.

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

viii) Suitable arrangements shall be made for the collection and disposal of garbage.

ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule (ix).

xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number. (b) Washing places for women shall be separate and screened to secure privacy.

xii) Sufficient tables stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in Sub-Rule (ix).

xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
2.The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No loss' and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :-

a) The rent of land and building.
b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
d) The water charges and other charges incurred for lighting and ventilation.
e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

AAI may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

AIRPORTS AUTHORITY OF INDIA
Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the AAI Contractors Labour Regulations.

2. DEFINITIONS

(i) Workman means any person employed by AAI or its contractor directly or indirectly through a subcontractor with or without the knowledge of the AAI to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-

a) Who is employed mainly in a managerial or administrative capacity: or

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer. No person below the age of 14 years shall be employed to act as a workman.

(ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

(iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Central/State Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix'VIII'.

5. PAYMENT OF WAGES

(i) The contractor shall fix wage periods in respect of which wages shall be payable.

(ii) No wage period shall exceed one month.

(iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

(iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

(v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

(vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

(vii) All wages shall be paid in current coin or currency or in both.

(viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

(ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

(x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Senior Superintendent Engg or authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

(xi) The contractor shall obtain from Engineer in charge or the authorised representative of the Engineer-in-Charge a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:
"Certified that the amount shown in column No. …… has been paid to the workman concerned in my presence on ……..at……..."

Note: In case of payment of wages paid through bank, the contractor shall submit a copy of bank statement for relevant period duly signed by him.

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
a) Fines
b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
e) Any other deduction which the Central Government may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-XII.

(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect. of which it was imposed.

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL(R&A) Central Rules 1971 (Appendix VI)

(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix VII).

(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VIII)

(iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :

(a) Full particulars of the labourers who met with accident.
(b) Rate of Wages
(c) Sex
(d) Age
(e) Nature of accident and cause of accident
(f) Time and date of accident
(g) Date and time when admitted in Hospital
(h) Date of discharge from the Hospital
(i) Period of treatment and result of treatment
(j) Percentage of loss of earning capacity and disability as assessed by Medical officer
(k) Claim required to be paid under Workmen's Compensation Act.
(l) Date of payment of compensation
(m) Amount paid with details of the person to whom the same was paid
(n) Authority by whom the compensation was assessed.
(o) Remarks

(v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL(R&A) Rules 1971 (Appendix-XIII).
The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-XII)

(vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix-XIV)

(vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XV)

(viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XVI).

8. ATTENDANCE CARD-CUM-WAGE SLIP

(i) The contractor shall issue an **Attendance card-cum-wage** slip to each workman employed by him in the specimen form at (Appendix-IX)

(ii) The card shall be valid for each wage period.

(iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

(iv) The card shall remain in possession of the worker during the wage period under reference.

(v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

(vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-X).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a **Service certificate** in Form XV of the CL(R&A) Central Rules 1971.

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-Charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer-in-Charge after G.M. Engg. has given his decision on such appeal.

(i) Engineer-in-Charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the G.M. Engineer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Engineer-in-Charge concerned within 30 days from the date of decision, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

(i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :

a) An officer of a registered trade union of which he is a member.

b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.

c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

(ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :

a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in Clause(a) is affiliated.

c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf .

17. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government/AAI may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the General Manager (Engg.) concerned shall be final.

APPENDIX-I

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT & AMOUNT WITHHIELD AGAINST COMPENSATION FOR DELAY IN INDIVIDUAL CONTRACT
(on Non-Judicial Stamp Paper of Rs.100/-)

[Refer Clause 1A and 2B]

To
The Airports Authority of India
…….
……..

1. In consideration of the Airport Authority of India having its head office at New Delhi [hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrator, successors and assigns) having agreed under the terms and condition of Contract Agreement No. ……dated……made between…….and AAI in connection with the work of …….(hereinafter called the said contract) to accept Deed of Guarantee as herein provided for Rs……..(Rupees……..only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or lieu of the amount withheld towards compensation for delay pending final extension of time to be made from the contractors contained in the said Contractor. We, the……bank (hereinafter referred to as "the said Bank" and having our registered office at ……do hereby under take and agree to identify and keep indemnified AAI from time to time to the extent of Rs……(Rupees…….only) against any loss or damage, cost,, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and condition contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.

2. We …… Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach and breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered of that may be caused to or suffered by AAI from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contracts and till all the dues of AAI under the said contract or by virtue of any of the terms and conditions governing the said contract including compensation for delay if any as decided by AAI, have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and condition and accordingly Contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90(Ninety) days from the date of expiry of the defects Liabilities periods or Final /Extension of Time grated by AAI as provided available in agreements clause no……..as provided in the said Contract, i.e…….(date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. AAI shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said

DELETED

contract or to extend time of performance by the said Contractor or to postpone for any time and form time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said contract or securities available to AAI and the said Bank shall not be released from its liability under these present by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part by AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for AAI to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any charge in the Constitution of the said Contract or the said Bank shall not discharge our liability hereunder.

In presence of

Dated this _____ Day of _____

WITNESS
1.

2.

For and on behalf of (The Bank)
Signature _____
Name & Designation _____
Authorisation No. _____
Name & Place _____
Bank's Seal _____

DELETED

The above Guarantee is accepted by Airports Authority of India.
For and on behalf of Airports Authority of India
Signature _____
Name _____
Designation _____
Dated _____

APPENDIX-1A

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

WHEREAS, contractor _____ (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated _____ (date) for the construction of "_____ "(name of work) (hereinafter called "the TENDER").

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (hereinafter called "the bank") are bound unto Airports Authority of India through its "Bid Manager/Engineer-in-charge/AAI's Authorized representative", as the case may be which expression shall unless repugnant to the subject or contract includes its administrators, successors and assigns) in the sum of Rs _____ (Rs. In words _____) for which payment will truly to be made to the said "Bid Manager/ Engineer-in-charge/AAI's Authorized representative" the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this _____ day of _____20 __.

THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.

(2) If the contractor having been notified of the acceptance of his tender by the "Bid Manager/Engineer-in-charge/AAI's Authorized representative".

a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required –
OR
b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor,
OR
c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor,
OR
d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

DELETED

We undertake to pay to the "Bid Manager/ Engineer-in-charge/AAI's Authorized representative" either up to the above amount or part thereof upon receipt of his first written demand, without the "Bid Manager/Engineer-in-charge/AAI's Authorized representative" having to substantiates his demand, provided that in his demand the "Bid Manager/Engineer-in-charge/AAI's Authorized representative" will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including the date* _____ after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the Bid Manager/Engineer-in-charge/AAI's Authorized representative" , notice of which extension (s) to the bank is hear by waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE …….. SIGNATURE OF THE BANK
SEAL

WITNESS ……..
(SIGNATURE NAME AND ADDRESS)

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

APPENDIX-II

PROFORMA FOR MANDATORY TESTS TO BE ATTACHED WITH RUNNING ACCOUNT BILLS

Name of work:……..... Name of Contractor……...
Contract Agreement No. and Date……... R/A Bill No……..……

Sl. No.	Item	Quantities as per Agreement	Frequency as per Specification	No. of Tests Required	Upto date Quantity	No. of Tests Required	No. of Tests actually done	Remarks
1	2	3	4	5	6	7	8	9

Note: If the number of tests done are less than required, then reasons shall be recorded.

Signature of Sudt. (Engg)

Signature of Engineer-in-Charge. **Signature of Manager / AM (Engg)**

APPENDIX-III

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor……

Name and location of the work……

Name of the employee	Father's/husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended

Date of delivery/miscarriage	In case of delivery		In case of delivery	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave Pay paid to the employee

In case of delivery		In case of miscarriage		Remark
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

APPENDIX-IV

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSION TO THE CONTRACTOR'S LABOUR IN AIRPORTS AUTHORITY OF INDIA WORKS(CLAUSE 19F)

Name and address of the contractor ----------
Name and location of the work ----------
---

1) Name of the woman and her husband's name

2) Designation

3) Date of appointment

4) Date with months and years in which she is employed.

5) Date of discharge/dismissal, if any

6) Date of production of certificates in respect of pregnancy.

7) Date on which the woman informs about the expected delivery.

8) Date of delivery/misccarriage/death.

9) Date of production of certificate in respect of delivery/miscarriage.

10) Date with the amount of maternity/death benefit paid in advance of expected delivery

11) Date with amount of subsequent payment of maternity benefit

12) Name of the person nominated by the woman to receive the payment of the maternity benefit after the death.

13) If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date in the register.

14) Signature of the contractor authenticating entires in the register.

15) Remarks column for the use of Inspection Officer.

APPENDIX-V

Labour Board

Name of work
Name of Contractor----------
---------Address of Contractor ----------

Name and address of A. A. I. Division ----------

Name of A. A. I. Labour Officer ----------

Address of A. A. I. Labour Officer ----------

Name of A.A.I Labour Officer----------

Sl.No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remark

Weekly holiday ----------
Wage period ----------
Date of payment of wages ----------
Working hours ----------
Rest interval----------

Form-XIII **APPENDIX-VI**

[See rule 2(1)]

[Part-A: For all Establishments]

Register of Workmen Employed by Contractor

Name and address of contractor…….

Name and address of establishment which contractor is carried on……...

Name and location of work…….

Name and address of Principal Employer……...

Name of the Establishment----------Name of Owner----------LIN----------

Sl. No.	Employee Code	Name	Surname	Gender	Father's/Spouse Name	Date of Birth#	Nationality	Education Level	Date of Joining	Designation
1	2	3	4	5	6	7	8	9	10	11

Category Address *(HS/S/SS/US)	Type of Employment	Mobile	UAN	PAN	ESIC IP	LWF	AADHAAR	Bank A/c Number	Bank	Branch (IFSC)	Present Address	Permanent
12	13	14	15	16	17	18	19	20	21	22	23	24

Servie Book No.	Date of Exit	Reason for Exit	Mark of Identification	Photo	Specimen Signature/Thumb Impression	Remarks
25	26	27	28	29	30	31

*(Highly Skilled/Skilled/Semi Skilled/Un Skilled)

#Note: In case the age is between 14 to 18 years, mention the nature of work, daily hours of work and Intervals of rest in the remarks Column.

APPENDIX-VII

Form-XVI
[See Rule 78 (1) (a) (i)]

Muster Roll

Name and address of contractor…….

Name and address of establishment which contractor is carried on……...

Name and location of work…….

Name and address of Principal Employer……For the month of fortnight…….

Sl. 1	Name of work Man 2	Sex 3	Father's/ Husband's 4	Date					Remark
				1	2	3	4	5	

FORM B

[See Rule 78 (1) (a) (i)]

APPENDIX-VIII

FORMAT FOR WAGE REGISTER

Name and address of contractor……

Name and address of establishment which contractor is carried on……...

Name and location of work……

Name and address of Principal Employer……For the month of fortnight…….

Rate of Minimum Wages and since the date.....				
	Highly Skilled	Skilled	Semi-Skilled	Un Skilled
Minimum Basic				
DA				
Overtime				

Name of the Establishment_____Name of Owner_____LIN_____ Wage period

From_____ To _____ (Monthly/Fortnightly/Weekly/Daily/Piece Rated)

Sl. No. in Employee register	Name	Rate of Wage	No. of Days worked	Overtime hours worked	Basic	Special Basic	DA	Payments Overtime	HRA	Others	Total
1	2	3	4	5	6	7	8	9	10	11	12

Deduction								Net Payment	Employer Share PF Welfare Found
PF	ESIC	Society	Income Tax	Insurance	Others	Recoveries	Total		
13	14	15	16	17	18	19	20	21	22

Receipt by Employee/Bank Transaction ID	Date of Payment	Remarks
23	24	25

FORM C

FORMAT OF REGISTER OF LOAN/ RECOVERIES

Name of Establishment_____LIN_____

Sl. Number In Employee register	Name	Recovery Type (Damage/loss/fine/advance/loans	Particulars	Date of damage/Loss*	Amount
1	2	3	4	5	6

Whether show cause issued*	Explanation heard in presence of*	Number of Instalments	First Month/Year	Last Month/Year	Date of Complete Recovery	Remarks
7	8	9	10	11	12	13

*Applicable only in case of damage/loss/fine

Form-XVII
[See Rule 78 (2) (a)]

Register of wages

Name and address of contractor……

Name and address of establishment which contractor is carried on……..

Name and location of work……

Name and address of Principal Employer……For the month of fortnight……

DELETED

							Amount of wages								
S. No	Name of workman	Serial no in the register of workman	Description/ nature of work done	No. of days worked	Units of work done	Daily rates of wages/ piece rate	Basic wages	Dearness Allowance	Over time	Other cash payment. (indicate nature)	Total	Deduction if any (indicate nature)	Net amount paid	Sig. or thumb impression of the workmen	Initial contractor his representative
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

APPENDIX-VIIIA

WAGE CARD

Wages Card No……

Name and Address of Contractor……Date of issue……..

Name and location of work…….Designation……

Name of workman…….Month/Fortnight……..

Rate of Wages……

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	28	30	31
Morning																															Rate
Evening																															Amount
Initial																															

Received from…….the sum of Rs……on account of my wages

Signature

The Wage Card is valid for one month from the date of iss

19/Form-XIX
78 (2)
[See rule 78 (1) (b)]

APPENDIX-IX

Wages Slip

Name and address of contractor……

Name and Father's/Husband name of workman……...

Name and location of work……...

For the week/Fortnight/Month ending……..

1. No. of days worked……

2. No. of units worked in case of piece rate workers……..
3. Rate of daily wages/piece rate……
4. Amount of overtime wages……
5. Gross wages payable……..
6. Deduction, if any……
7. Net amount of wages paid……..

Initials of the contractor or his representative

APPENDIX-X

14/Form-XIV
[See rule 76]
Employment Card

Name and address of contractor……

Name and address of establishment under which is carried…….

Name of work and location of work……..

Name and address of Principal Employee……

1. Name of the workman……...
2. SI. No. in the register of workman employed……...
3. Nature of employment/designation……..
4. Wage rate (with particulars of unit in case of piece work)……..
5. Wage period……
6. Tenure of employment……
7. Remark……

Signature of Contractor

APPENDIX-XI

FORM OF PERFORMANCE SECURITY (GUARANTEE)
Bank Guarantee Bond
(On Non-Judicial Stamp Paper of Rs100/-)

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between …… [hereinafter called the said contractor(s)] for the work …… (hereinafter "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. …..... (Rupees ……..only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
We ……. (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs. …… (Rupees …… only) on demand by AAI.

2. We …… (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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 Rs. …….. (Rupees …… only).

3. We, the said Bank, further undertake to pay the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

   The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We…….. (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-In-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We…… (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We…… (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

8. This guarantee shall be valid upto ……. unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …….. (Rupees …… only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of

Dated this _____ Day of _____

Witness
1.
2.

For and on behalf of (The Bank)
Signaure _____
Name & Designation _____
Authorisation No. _____
Name & Place _____
Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India
Signature _____
Name _____
Designation _____
Dated _____
Note : * Date of validity should be schedule date of completion + Six months.

APPENDIX-XI-A

Format for Letter of undertaking from the Depositor to Bank
(To be submitted along with Security Deposit / Earnest Money / Performance Guarantee to Airports Authority of India)
(To be submitted in the Letter head of the firm)

The Branch Manager,
……..Bank,
…….

Sub: - My / Our Bank Guarantee bearing No……..dated ……. for amount……. Issued in favour of Airport Authority of India A/c……

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of **Security Deposit / Earnest Money / Performance Guarantee** on account of contract awarded / to be awarded by M/s Airports Authority of India to me / us.

I hereby authorized the Airports Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

APPENDIX-XII

LIST OF ACTS AND OMISSONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the AAI Contractor's Labour Regulations to be displayed promi nently at the site of work both in English and local Language.

1. Wilful insubordination or disobidience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of AAI.
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behaviour
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual Indiscipline
9. Causing damage to work in the progress or to property of the AAI or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name, etc.
13. Habitual loss of wage cards supplied by the employer's
14. Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthotised divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

APPENDIX-XIII

Form-XVII
[See Rule 78 (2) (d)]

Register of Fines

Name and address of contractor…….

Name and address of establishment which contractor is carried on……...

Name and location of work…….

Name and address of Principal Employer…….…….

SI. No.	Name of workman	Father's/ Husband's Name	Designation nature of employment	Act or action for which fine imposed	Date of Offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of the imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

APPENDIX-XIV

Form-XVII
[See Rule 78 (2) (d)]
Register of Deduction for Damage or Loss

Name and address of contractor…….

Name and address of establishment under which contract is carried on……...

Name and location of work…….

Name and address of Principal Employer…….…….

SI. No.	Name of workman	Father's Husband's Name	Designation /nature of employment	Particular of Damages or Loss	Date of damages or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remark
										First Installment	Last Installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

APPENDIX-XV

Form-XXII
[See Rule 78 (2) (d)]
Register of Advances

Name and address of contractor…….

Name and address of establishment under which contract is carried on……...

Name and location of work…….

Name and address of Principal Employer…….…….

SI. No.	Name of workman	Father's Husband's Name	Designation /nature of employment	Wage period and wages payable	Date and amount of advance paid	Purpose for which advance paid	Number of installment by which advance to be repaid	Date and amount of each installment repaid	Date on which last installment was repaid	Remark
1	2	3	4	5	6	7	8	9	10	11

APPENDIX-XVI

Form-XXIII
[See Rule 78 (2) (e)]

Register of Overtime

Name and address of contractor…….

Name and address of establishment under which contract is carried on……...

Name and location of work…….

Name and address of Principal Employer……..…….

S. No	Name of workmen	Father's/ Husbands Name	Sex	Designation/ nature of employement	Date on which overtime worked	Total overtime worked at project in case of piece rate	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

APPENDIX-XVII

NOTICE FOR APPOINTMENT OF ARBITRATOR

[Refer Clause 25]

To

……..
……..
……..

Dear Sir,

In terms of clause 25 of the agreement, particular of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm /Partnership Firm/Ltd. Co.
3. Full address of the applicant.
4. Name of the work and contract number in which arbitrator sought.
5. Name of the office which entered into contract.
6. Contract amount in the work.
7. Date of contract.
8. Date of initiation of work.
9. Stipulated date of completion of work.
10. Actual date of completion of work (if completed).
11. Total number of claim made.
12. Total amount claimed.
13. Date of intimation of final bill (if work is completed).
14. Date of payment of final bill (if work is completed).
15. Amount of final bill (if work is completed).
16. Date of request made to ED for decision.
17. Date of receipt of ED's decision.
18. Date of appeal.
19. Date of receipt of decision on our appeal.

Specimen signature of the applicant
(Only the person/authority who
Signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
2.
3.
4.

Yours faithfully

(Signature)

Copy to:

1. The Engineer-in-charge ……..,
   ……

APPENDIX -XVIII

INTEGRITY PACT

The integrity pact shall be signed by both the parties in the following format

"This Pact made this ……..day of …… between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at ……..in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

……represented by …… of the other part, hereinafter called the "Bidder/Contractor "(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for ……The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural ,justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" (T I) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for ……. In response to the NIT (Notice Inviting Tender) dated …… Contractor is signing the contract for execution of ……NOW, therefore, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

DELETED

1. Commitments of the Authority;

1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Authority will, during the pre-contact stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

DELETED

1. Commitments of Bidders/Contractor

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following.

2.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.

2.3 The Bidder / Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.4 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.5 The Bidder/Contactor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

2.6 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made or has committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.9 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also under takes to exercise due and adequate care lest any such information is divulged.

2.11 The Bidder/Contractor will inform to the Independent External Monitor.

i) If he receives demand for an illegal/undue payment/benefit.

ii) If he comes to know of any unethical or illegal payment/benefit.

iii) If he makes any payment to any Authority's associate(s)

2.12 The Bidder/Contactor commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

DELETED

2.13 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.14 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.15 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

2.16 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

2. Previous Transgression

3.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.

3.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

3.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor (s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Cr. (Rupees zero point five Cr.) and to submit the same to the Authority along with the tender document/ contract before contract signing.

3.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Cr. (Rupees Zero point five Cr.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s) / associate(s) in relation to the contract/ work.

3.5 That the Authority will disqualify from the tender process all Bidder(s) who don't sign this Pact or violate its provisions or fails to get this Pact signed in terms of policy of authority

3.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of policy of authority. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

4. Earnest Money, Security Deposit, Bank Guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance Guarantee/Bond.

DELETED

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY etc. , which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

5. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.

iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes for a minimum period of two years.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

DELETED

xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

5.2 The Authority will be entitled to take all or any of the actions mentioned at para 5.1 above.

5.3 (i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.4 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

5.5 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

5.6 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

DELETED

6. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an associate of the Bidder, Contractor or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

7. Independent External Monitor(s),

7.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

7.2 The task of the Monitor(s) is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

7.3. That the Monitor(s) is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

7.4 That the Bidder / Contractor accepts that the Monitor(s) has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

7.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor(s) can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor(s) has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.6 That the Authority will provide to the Monitor(s) sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor(s) the option to participate in such meetings.

7.7 That the Monitor(s) will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.

7.8 That if the Monitor(s) has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

7.9 The word 'Monitor' would include singular and plural.

8. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

9. Law and Place of Jurisdiction.

That this Pact is subject to provisions under Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

DELETED

10. Other Legal Actions

10.1 That the changes and supplements as well as termination notice need to be made in writing.

10.2 That if the Bidder / Contractor are a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

11. Pact duration (Validity)

11.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

11.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

11.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Company Code of Conduct

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

13. The parties hereby sign this Integrity Pact at _____ on _____

Buyer
Name of the Officer
Designation
Deptt./Ministry/PSU
Witness

1. _____

2._____

Bidder

CHIEF EXECUTIVE OFFICER
Witness
1. _____

2. _____

DELETED

APPENDIX-XIX

(To be filled by Contractor)
(CLAUSE-47)

Ratio of direct payment to the specialized agency in case of composite contract : …% of the net payment to be made to Specialized agency

DELETED

Sl.	Sub-head	Nature of work	% of the net payment to be made to Specialized agency
1	Sub-head I		

Note:

i. NIT approving authority must ensure that all sub-heads of works are covered in above table. The bidder must indicate percentage payable to specialized agency in case of all sub-heads.

ii. If % is not filled in by the contractor against one or more subhead in this schedule, then 75% of the net payment admissible as per AAI for the subhead under consideration shall be paid directly to specialized agency in case of composite contract.

Appendix - XX

INDENTURE FOR SECURED ADVANCES

(Reference Clause 10 B)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time) THIS INDENTURE made the.... .... day of .. .. 20.. ..... BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the CHAIRMAN, AAI (hereinafter called the AAI which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated .... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the AAI that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the AAI has agreed to advance to the Contractor the sum of Rupees .... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on .... and the AAI has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees .... on or before the execution of these presents paid to the Contractor by the AAI (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the AAI and declare as follows: -

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(1) That the said sum of Rupees .. .. so advanced by the AAI to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the AAI as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the AAI against all claims to any materials in respect of which an advance has been made to him as aforesaid

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer-in-Charge of the project (hereinafter called the Engineer-in-Charge) and in the term of the said agreement

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on

his own responsibility and shall at all times be open to inspection by the Engineer-in-Charge or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-Charge or an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the AAI of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the AAI will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the AAI shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees .. .. and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the AAI may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the MI on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the MI under these presents and pay over the surplus (if any) to the Contractor. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10)That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said .... and .... by the order and under the direction of the MI have hereunto set their respective hands the day and year first above

DELETED

written.

Signed, sealed and delivered by ... . the said contractor in the presence of

Signature ..... .

Witness Name ....

Address ....

Signed by .. ..

by the order and direction of the MI in the presence of

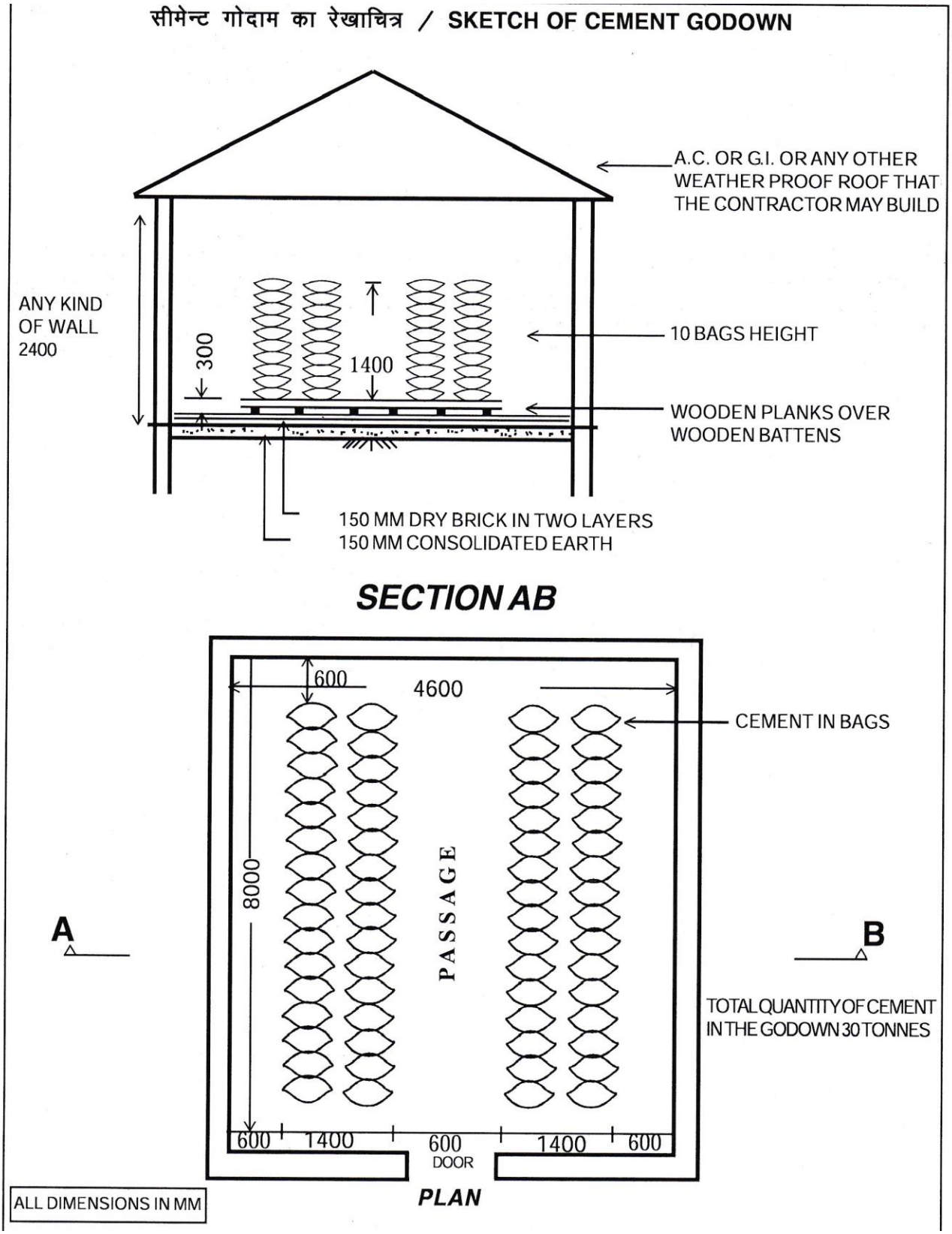
Signature ....

Witness Name ....

Address ....

DELETED

SKETCH OF CEMENT GODOWN



SCHEDULES

SCHEDULE `A'

All rates shall be quoted in the format provided and no other format is acceptable. The price bid has been given as a standard SOQ format at page no. Page 197 to Page 200 with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the detailes have been completed, the bidder should save it and submit it online, without changing the File name. if the BOQ file is found to be modified by the bidder, the bid will be rejected and EMD shall be forfeited.

SCHEDULE `B'

Schedule of materials to be issued to the contractor.

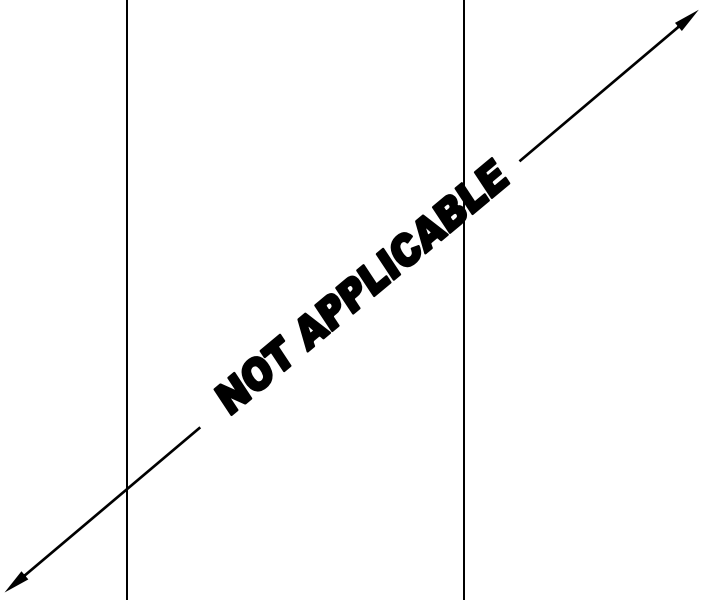
Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

NOT APPLICABLE

SCHEDULE `C'

Tools and plants to be hired to the contractor.

Sl.No.	Description	Hire charges per day	Place of Issue
1	2	3	4



SCHEDULE `D'

Extra schedule for specific requirements/ documents for the work, if any. ---------NA-------

SCHEDULE `E'

Reference to General Condition of contract

Name of work : "SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport."

i. Estimated cost of work: **Rs. 39.34 Lakhs**

ii. Earnest Money: **Rs. 1,00,017.00**

iii. Performance Guarantee: ~~5% of contract value~~

iv. Security Deposit 10% of contract value

SCHEDULE `F'

GENERAL RULES & DIRECTION

Officer inviting tender : The Senior Manager(Engg.Elect), AAI,
Trichy International Airport, Trchy- 620 007.

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	See below

Definitions:

Office inviting tender	:	O/o The Senior Manager (Engg.Elect), AAI, Trichy International Airport, Trchy- 620 007.
2(v) Engineer-in-Charge	:	The Senior Manager (Engg-Elect), AAI, Trichy International Airport, Trchy- 620 007.
2(viii) Accepting Authority	:	As per AAI's DOP
2(x) Percentage on cost materials & Labour to cover all overheads & Profits		15%
2(xi) Standard schedule of rates		DSR 2025 with up to date correction slips as on last date of submission of tenders & market rates.
2(xii) Department		AAI, Engineering

Clause 1

(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	**Not applicable**
(ii)	Maximum allowable period of extension	**Not applicable**

Clause 2

	Authority for fixing compensation under Clause 2	**As per DOP of AAI**

Clause 2A

	Whether Clause 2A shall be applicable	No

Clause 5

	Number of days from the date of issue of letter of acceptance for reckoning date of start	10th day of issue of work order

Mile Stone(s) as per table given below:

Sl.No.	Description of Milestones (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone

NOT APPLICABLE

1. Time allowed for execution of work. **90 (NINETY) Days**

Authority to decide:

i.Extension of time……..Engineer-in-Charge.

ii.Rescheduling of milestone ……..Jt.GM (Engg)

iii.Shifting of date of start in case of

delay in handing over of site……..Jt.GM (Engg)

Clause 6, 6A

Clause applicable – (6 or 6A) : **Clause 6 A**

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment.	Rs.___N/A_____

Clause 10A

Testing equipment to be provided by the contractor at site lab

All theTesting equipments required for conducting test for building/ pavement works as per CPWD, Morth, IRC and AAI specifications as applicable.

NOT APPLICABLE

Clause 10 B(II)

	Whether Clause 10B(II) shall be applicable	Yes/No

Clause 10C: **Applicable/ ~~Not Applicable~~**

Component of labour expressed as percent of value of work: N/A %

Clause 10 CA

Materials covered under this clause	Nearest Material **(other than cement*, reinforcement bars,structural steel & Bitumen)** for which All India Wholesale Price index is to be followed	Base price and its corresponding period of all the materials covered under clause 10CA
1. Cement (OPC/ PPC)		Base price for cement and reinforcement steel to be determined as issued under authority of DG (Works). CPWD or concerned Zonal Chief Engineer, CPWD as on last date of receipt of tender. In case base price for cement, reinforcement steel and Bitumen as to be issued by CPWD is not available concerned ED (Engg) empowered to determine the same.
2. Reinforcement steel bars (TMT)		
3. Structural Steel		
4. Bitumen		

DELETED

***Note:**

1. Includes cement component used in RMC brought at site from outside approved RMC plants, if any.

~~2. Base price and its corresponding period of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period~~.

NOT APPLICABLE

Clause 10 CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	18 Months

A. For Construction period

S.No	Relevant component of No Material/ Labour for price escalation	*Percentage against total value of work
1.	Cement component	
2.	Labour c omponent	
3.	Civil Component of other Construction Material is	
4.	E&M (Electrical and Mechanical i/c IT & Airport system) component of Construction Materials	
5.	POL (Diesel) component	
6.	Reinforcement steel bars/ TMT bars/ structural steels (including strands and cables) component	
7.	Bitumen component	
	Total	100%

*% of components to be decided by NIT approving authority for particular tender.

B. For operation&. maintenance period

S.No	Relevant component of No Material/ Labour for price escalation	*Percentage against total value of work
1.	Labour component	
2.	Civil Component of other Construction Materials	
3.	E&M (Electrical and Mechanical i/c IT & Airport system) component of Construction Materials	
4.	Bitumen component (for Pavement work component)	
	Total	100%

NOT APPLICABLE

*% of components to be decided by NIT approving authority for particular tender

Clause 11

Specification to be followed for execution of work	a) "CPWD Specification 2009, Vol. I to II with upto date correction slips, MORTH or other specification as applicable. b) Technical specification. c) Manufacturer's Specification.

Clause 12

12.2 & 12.3	Deviation limit beyond which clauses 12.2 and 12.3 shall apply for building, pavementsand all other work above foundation level.	15% (Fifteen Percent)
12.5	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	100% (Hundred Percent)
	Overall Deviation i/c extra items, if any	30% (Thirty Percent)

Clause 16

	Competent Authority for deciding reduced rates	Jt.GM (Engg)

Clause 18

Mandatory machinery, tools & plants to be deployed by the contractor at site:

To be provided as per NIT and other Machinery required for timely completion of work.

Clause 25
Place of Arbitration : ------Discretion of Arbitrator----

Clause 36(1)
Requirement of Technical Representative(s) and recovery rate

Sl. No	Minimum Qualification of Technical Rrepresentative	Discipline	Designation (Principal Technical representative	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36	
						Figures Rs.	Words
1.	**Refer special conditions of contract**						

a. Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineer.

b. Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineer for the purpose of such deployment subject to the condition that such diploma holder should not exceed 50% of requirement of degree engineers

Clause 37
Licence Fee for unpaved land N/A

Clause 41(b)
Integrity Pact applicable ~~Yes/~~No

Clause 42

(i)	Schedule/statement for determinin theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	DSR 2018 printed by C.P.W.D with up-to date correction slips till last date of submission of tender, technical specifications & BOQ
(ii)	Variations permissible on theoretical quantities	
a.	Cement for works with estimated cost put to tender not more than Rs.5 lakhs.	3% plus/minus
	For works with estimated cost put to tender more than Rs.5 lakhs	2% plus/minus
b.	Steel Reinforcement and structural steel section for each diameter, section and category	2% plus/minus
c.	Bitumen	2.5% plus only & NIL on minus side
d.	All other materials	

NOT APPLICABLE
NOT APPLICABLE

RECOVERY RATES FOR QUANITITES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of items	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation*
1.	Cement	**NOT APPLICABLE**	**NOT APPLICABLE**
2.	Steel reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

* Provided work is considered technically sound. Otherwise work has to be re-executed as per direction of Enginee-in-charge

Clause 48

Escrow Account : ~~Applicable~~ / Not applicable.

Annexure to clause 34 (x) showing quantities of materials for areas of surfacing to be considred for working out minimum period for which hire charges of road roller are to be recovered.

Sl.No.	Material of surfacing	Quantity or areas
1.	Consolidation of earth subgrade	1860 Sq.m
2.	Consolidation of stones soling 15 cm to 22.5 cm thick	170 Cu.m
3.	Consolidation of brick soling 10 cm to 20 cm thick	230 Cu.m
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick	30 Cu.m
5.	Consolidation of wearing coat of brick ballast 10 cm thick	60 Cu.m
6.	Spreading and consolidation of red bajri 6mm	1860 Sq.m
7.	Painting one coat using stone aggregate 12.5mm nominal size	
	(a) @ 1.65 m3 per 100 m2 and paving bitumen A-90 or S-90 @2.25 Kg per m2 or	
	(b) @ 1.50 m3 per 100 m2 and bitumen emulsion or Road tar @2.25 Kg per m2	930 Sq.m.
8.	Painting two coats using	
	(a) For first coat, stone aggregate 20 mm nominal size	
	(i) @ 1.50 m3 per 100 m2 and paving bitumen A-90 or S-90@2 Kg per m2 or	
	(ii) @ 1.35 m3 per 100 m2 and bitumen emulsion @2 Kg per m2 600 Sq.m. or	
	(iii) @ 1.25 m3 per 100 m2 with roadtar @2.25 Kg per m2	600 Sq.m.
	(b) For 2nd Coat, stone aggregate 10 mm nominal size 0.9 Cu.m. per 100Sq.m with	
	(i) 1kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sq.m. or	
	(ii) 1.25 Kg. of road tar, per Sq.m. 600 Sq.m.	600Sq.m.
9.	Re-painting with stone aggregate 10 mm nominal size 0.9 Cu.m. per 100 Sq.m. with	
	(i) 1kg of paving bitumen A-90 or S-90 per Sq.m. ;k or	
	(ii)1.25 kg of bitumen emulsion per Sq.m. 1670 Sq.m.	1670 Sq.m.
10.	2 cm premix carpet surfacing using 2.4 m3 of stone aggregate 10 mm nominal size per 100 m2 and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 Sq.m

NOT APPLICABLE

11.	2.5 cm premix carpet surfacing using 3 m3 of stone aggregate 10 mm nominal size per 100 m2and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 Sq.m
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu.m. (60%20mm nominal size and 40% 12.5 mm nominal size) per 100m2 and coarse sand 1.9 Cu.m. per 100m2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 Sq.m.
13.	5 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60%25 mm nominal size and 40% 20 mm nominal size) per 100m2 and coarse sand 2.4 Cu.m. per 100m2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 Sq.m.
14.	6 cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60%40 mm nominal size and 40% 25 mm nominal size) per 100m2 and coarse sand 2.9 Cu.m. per 100m2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	280 Sq.m.
15.	7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60%50 mm nominal size and 40% 40 mm nominal size) per 100m2 and coarse sand 3.65 Cu.m. per 100m2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	230 Sq.m.
16.	2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size 40% 10 mm nominal size) per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sq.m.
17.	4 cm bitumastic sheet , using stone aggregate 2.6 Cu.m. (60% 12.5 mm nominal size, 40% 10 mm nominal size) per 100 Sq.m. and coarse sand 2.5 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	560 Sq.m.
18.	Laying full grouted surface using stone aggregate 40 mm nominal size 6.10 Cu.m. per 100 Sq.m. with binder, binding with 20 mm to 12.5 mm nominal size stone grit. 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10 mm nominal size, 1.07Cu.m. per 100 Sq.m., the binder being hot bitumen or tar as specified.	460 Sq.m.
19.	Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 Cu.m. per 100 Sq.m. with binder, binding with stone grit 20 mm to 12.5 mm nominal size 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10 mm nominal size, 1.07Cu.m. per 100 Sq.m., the binder being hot bitumen or tar,	370 Sq.m.
20.	4cm. thick premix macadum surfacing using stone aggregate 25 mm nominal size 4.57 Cu.m. per 100 Sq.m. and hot bitumin binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10 mm nominal size 1.07 Cu.m. per 100 Sq.m.	560 Sq.m.
21.	5cm. thick premix macadum surfacing using stone aggregate 25 mm nominal size 6.10 Cu.m. per 100 Sq.m. and hot bitumin binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10 mm nominal size 1.07 Cu.m. per 100 Sq.m.	460 Sq.m.

NOT APPLICABLE

Section - VI

Special Conditions of Contract

1. GENERAL

These special conditions of contract shall be read in conjunction with GEM SLA/GTC, if there are any provisions in the special conditions of contract which are at variance with the provisions of GEM SLA/GTC, the provision in these special conditions shall take precedence.

2. PURPOSE & SCOPE:

The scope of work includes:

- This scope of work involves the supply, installation, configuration, testing, and commissioning of a CCTV surveillance infrastructure with necessary camera license that meets safety, regulatory, and security requirements in the Trichy airport.

- Supply, installation, testing, commissioning of the whole system as per tender conditions.

- Supply & installation of Cameras, Cables, Switch and other accessories as per site requirement.

- The cameras shall be mounted on locations finalized by AAI with proper mounting arrangement as per the site condition along with indoor rack (9U) for accommodating power sockets, patch cards, power adaptors and switches etc. The networking of cameras with NVR shall be made by wireless access points as per the site requirement.

- The 24 port POE managed switch with 2 SFP should be mounted in the 9U rack.

- The Data and power cable shall be laid by the contractor and mounted properly on wall / terrace / ground / Cable trays etc., suitable as per the site requirement.

- The cameras shall be powered from the UPS and wiring shall be done accordingly. The required Input and Output MCB's with required boxes to house the MCB's for different loops shall be provided by the bidder. The provided MCB's and boxes shall be of industrial standards and proven quality.

- The live video and replying of recorded video shall be made available in the monitor provided at SOCC.

- User and maintenance level training has to be imparted by the bidder and necessary requirement for the training has to be done by the bidder.

- Substandard items shall be rejected and only items of industrial standards will be accepted. The bidder has to comply with respect to all standards for wiring, laying, fixing of cameras and all the SITC related works. Bidder has to complete the work to the full satisfaction of AAI as per Tender Conditions.

- The bidder shall visit the site if required before submission of their bid.

- Necessary T&P and adequate manpower shall be provided by bidder for execution of work.

- Installation of the offered Camera / Network switch / OFC cables / CAT6 cables etc., at site with necessary accessories including mount, if any, as per site requirement.

- The existing mount structure / pole shall be used for the installation of Camera with suitable mounting accessories wherever feasible. However, if any extra mounting structure in floor / wall / ceiling is required along with mounting interface accessories as per the site requirement, it shall be deemed to be included in the bidder's scope.

- The data & power provision i.e., laying of cable in wall / ceiling / surface / under the floor with the floor cutting / underground cabling if any additionally required shall be included under the bidder's scope.

- All the required Licenses and subscription charges for the offered hardware's & software's shall be valid for the entire warranty and CAMC period (i.e., 2 + 3 years respectively). Any up-gradation on firmware / software and patches for improvement on performance of the CCTV system during the warranty and CAMC period shall be carried out by the contractor at free of cost to AAI.

- SITC of Workstation PC with specification Intel core i7-14700 Processor, 32GB DDR3 RAM (16X2), 512 GB SSD, Hard disk, S24425 HSM Dell Monitor, 500 Watt Power supply, 8GB RTX 4060 Nvidia Graphics card, Windows 11 Professional, 3Yrs Warranty Onsite, DVD-RW Not bundled including all accessories etc., complete as required.

3. SECURITY REGULATIONS

- The contractor is responsible to get the Airport Entry Pass (AEP) from Bureau of Civil Aviation Security (BCAS) /Airport Security Dept. AAI for the staff deputed to execute this contract. If any fees are levied by BCAS or if any other expense occurs related to AEP, then the contractor shall be liable to pay the same. Firm shall fully responsible for obtaining the AEP, by fulfilling the guidelines of BCAS.
- A distinct proof of identity shall be provided by the contractor to his employees who are deployed at the airport for execution of the work.
- The contractor shall engage the necessary manpower who are physically fit, sound in health and having knowledge of safety regulations.

4. LABOUR REGULATIONS

- The Contractor shall abide by the provisions of all applicable laws including the Labour Laws of Govt. of India in respect of the services. If any violations firm shall be responsible.

5. Payments Terms & Conditions:

5.1 The quoted price for the work shall remain firm till the completion of work without any escalation. Quoted price shall inclusive of all taxes, levies, transport, insurance etc including GST.

i. Payment on account of increase in Prices / Wages due to Statutory Order(s): Not applicable.

ii. Payment due to variation in prices of materials after receipt of tender: Not applicable.

iii. Payment due to Increase/Decrease in Prices / wages /material covered under clause 10CA after Receipt of Tender for work: Not applicable.

5.2 Payment shall be done on actual work carried out, installed items, and acceptance of AAI. Payment to the bidder firm shall be made in the following manner: -

i. Certificate of satisfactory successful completion of work issued by authorized representative of AAI.

ii. All Payments shall be released after adjusting any compensation for delay with firm might have rendered themselves liable as per provisions of contract and applicable income tax and any applicable deductions.

6. SECURITY DEPOSIT

The **Security Deposit @ 10%** shall be deducted from the RA/final bill, which shall be released after successful completion of Defects Liability Period which is **24 Months** from the certified date of completion (SAT)

Payment terms for SITC of SCCTV:

i. 70% on supply of items.

ii. Balance 30% after successful Installation, Testing & Commissioning of the system and site acceptance by AAI.

Following documents, as applicable, shall be submitted by the contractor:

iii. Original tax invoice + 2 copies

iv. Itemized Packing list with cost of each item + 2 copies

v. Proof of dispatch of equipment/items

vi. Certificate of goods received at site in physically good condition duly signed by authorized representative of AAI.

vii. OEM Test certificates, training documents, O&M manuals etc.,

The payment shall be governed by the Govt. policies and any taxation at source shall be deducted from the payment.

7. COMPENSATION FOR DELAY OF WORK (LIQUIDATED DAMAGES)

If the completion of work is delayed due to reasons attributed to contractor, AAI shall be entitled for compensation for delay as detailed below.

- Penalty recovery shall be made @ 0.5% of the tendered value (Total Capital Cost) per week of delay or lesser amount as decided by the competent authority subject to a maximum of 10% of the tendered value.

AAI, if satisfied that the works can be completed by the bidder within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of liquidated damages. In the event of extension granted with levy of L.D., AAI shall be entitled without prejudice to any other right or remedy available in that behalf, to recover from the bidder an agreed compensation amount calculated as per above.

8. FORCE MAJEURE:

AAI may grant an extension of time limit set for the completion of the work, in case the timely completion of the work is delayed by force majeure beyond the AAI/bidder firm's control, subject to the following terms:

Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms, etc.), acts of states, the direct and indirect consequences of wars, hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at bidder firm manufacturing premises, etc.

9. WORKS TO BE CARRIED OUT DURING THE DLP / WARRANTY PERIOD:

During the Warranty and Defects Liability period, contractor shall provide, preventive maintenance once in 3 months and corrective maintenance as and when required for the smooth operation of equipment and its accessories. The contractor shall attend breakdown and corrective maintenance within 48 hours from the date and time of complaint. Failure to attend the complaint shall attract penalty of Rs. 5000/- per complaint, which shall be recovered by AAI from the security deposit.

10. INSPECTION OF MATERIAL AT SITE:

The work is to be done in accordance with prevailing industry standards. The bidder has to submit the required test certificates for various items as per the LOAM. All materials shall be provided to AAI for physical verification at site. If any, deviation or damage found, the agency is liable to replace the same with new without any additional cost to AAI.

WARRANTY & CAMC:

a) The bidder shall include for a comprehensive maintenance service for the item under this contract works for the period of Three (3) years after DLP/warranty period of Two (02) Years.

b) This maintenance requirement shall include:
   (i) Preventive maintenance
   (ii) Routine maintenance
   (iii) Break-Down maintenance

11. Rates for Comprehensive annual maintenance contract (CAMC):

The rate for CAMC shall be quoted against the CAMC items in Price bid. These CAMC rates shall be inclusive of all applicable taxes including GST as applicable.

CAMC for the work shall be 3 years after completion of the warranty / DLP period of 2 years.

The scope of work for CAMC is as follows:

Scope of coverage:
CAMC contract cover the entire work including mechanical, electrical, electronic parts etc., as well as software.

Preventive maintenance:
The provider must conduct scheduled preventive maintenance visits (Quarterly) which includes cleaning, adjustment and diagnostics to keep the system in good condition.

Breakdown maintenance:
The agreement includes emergency repair service for breakdown within 48 hours of getting the break down message.

Spare and consumables:
The agency is responsible for providing and maintaining an adequate stock of genuine spare parts for quick replacement and covering the cost of all necessary spares and consumables.

Software support:
The contractor shall be responsible for Software Support with license including updates. Up gradation of Software if any during the SITC/AICMC will be done as and when required by agency free of cost. The successful bidder and OEM shall provide support for 05 (five) years from the date of handing over of the items and to supply necessary spare parts and maintenance equipment to AAI system for the offered software/applications for upgrades major or minor, software patches, extensions, drivers, security patches etc. without any additional cost to AAI.

Licenses applicable for the offered Hardware, Software for any of the explicit/implicit requirement mentioned in the tender / contract shall be provided by the successful bidder.

Penalties:
The penalty will be levied from the CAMC bill @ Rs. 5000/- per incident for excessive down time or failure to meet response.

12. CAMC PAYMENT:

Comprehensive AMC charges shall be paid by AAI quarterly, after the completion of each quarter for the work done in previous quarter on production of bill and submission of reports, log books & preventive maintenance reports, duly signed by AAI Officer In-Charge / user. All the necessary recoveries / penalties / deductions for which firm has made themselves liable for, shall be deducted from the bills before releasing the payment. The payment shall be governed by the Govt. policies and any taxation applicable at source shall be deducted from the quarterly payment.

13. PERFORMANCE BANK GUARANTEE (PBG) FOR ABNORMALLY LOW QUOTED BIDS

i. The contractor shall submit an irrevocable Performance Bank Guarantee @ 5% of the tendered amount within 30 days of issue of letter of intent. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, or Bank Guarantee (including e-Bank Guarantee) from any of the Scheduled Commercial Banks (i.e., Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act,1934 excluding Co Operative/Regional Rural Banks) in accordance with the form annexed hereto. (Annexure-III).

Additional performance security Amount and Treatment-

The additional performance security shall be calculated as below-

ii. **Where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance security percentage shall be incremented by 0.25% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance security being 0.25% and this additional performance security percentage shall be applied on the bid price;

iii. **Where the bid price is below 20% but not below 25% of the project cost put to bid,** the additional performance security percentage shall be incremented by 0.5% for every percentage of bid price below 20% of the project cost put to bid starting at 21% with the additional bid performance security percentage shall be applied on the bid price;

iv. **Where the bid price is below 25% but not below 30% of the project cost put to bid,** the additional performance security percentage shall be incremented by 0.75% for every percentage of bid price below 25% of the project cost put to bid starting at 26% with the additional bid performance security being 0.75% and this additional performance security percentage shall be applied on the bid price;

v. **Where the bid price is below 30% but not below 30%** the additional performance security percentage shall be incremented by 1% for every percentage of bid price below 30% of the project cost put to bid starting at 31% with the additional bid performance security being 1% and this additional performance security percentage shall be applied on the bid price;

vi. The additional performance security percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more

vii. Moreover, interest **@ 1 Percent** per month to maximum **@ 12 Percent per annum** on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission. The same shall be deducted from bills.

viii. The Performance Guarantee shall be valid for **Two years** beyond the scheduled date of completion of work including warranty, and shall remain valid as per provisional extension granted by the Engineer-In-charge. If the agency fails to extend the validity of the Performance Guarantee, the same shall be encashed by AAI and shall be returned only as per the other provision of contract at discretion of AAI.

ix. Successful Bidder firm shall not change the language contents of PBG language; if any successful bidding firm PBG is found not conforming to the language then AAI may ask to resubmit the same within the stipulated period.

x. The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable by the bidder firm.

xi. The performance guarantee shall be deemed to govern the following guarantees from the successful bidder firm, in addition to the other provisions of the guarantee.

xii. The performance guarantee is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause.

2 The second Performance Bank Guarantee, for the CAMC shall be furnished @ 10% of the total Comprehensive AMC Cost given in the PO within THIRTY calendar days of the start of CAMC.

Details of SFMS to be submitted along with BG:

CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA
BANK NAME: lClCl
BANK IFSC CODE: ICIC0000007
BG ADVISING MESSAGE: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE: AAITIRUCHIRAPALLI
(To be mentioned in field number 7037 of the BG advising message code). "Vendor shall attach copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank."

14. TIME ALLOWED/ SUPPLY & INSTALLATION SCHEDULE

a. Total time allowed to complete the Supply, Installation, Testing & Commissioning work shall be **03 (Three) Months from the 10th day of issue of work order.**

i. **Extension of Time:** In case of delay in execution of the work beyond the stipulated date of completion, EIC shall issue provisional Extension of Time up to the expected date of completion on request from the agency. This provisional extension of time will be granted without prejudice to the right of AAI to recover the liquidated damages in accordance of provision of relevant clause of agreement. On actual completion date of the work, grant of Final EOT shall be processed on application by the contractor on prescribed EOT application form, same can be obtained from the office of Airport Systems.

15. DEVIATION /EXTRA ITEM/SUBSTITUTED ITEM

In order to meet the challenges posed during execution of SITC contracts, AAI may do deviation / extra item up to 30% of the total awarded cost. However, while exercising this clause the rate analysis should be carried out for justification of rates.

AAI may change the quantity or part thereof to be supplied by +/-15% of the tendered quantity (measurable) but within the overall deviation limit of 30% of the contract value.

16. PATENTS, LIABILITY & COMPLIANCE OF REGULATIONS

Bidder firm shall protect and fully indemnify AAI from any claims for infringement of patents, copy right, trademark etc.

17. INSURANCE AND FREIGHT

i. The bidder firm shall make arrangements at no additional cost to AAI for transporting the equipment to the ultimate consignee site as the same has been included in the quoted price.

ii. Work to be Executed in Accordance with Specifications, Drawings, Orders etc. The contractor shall execute the whole and every part of the work in the most substance and workman like manner both as regards materials and otherwise in every respect in strict accordance with the

specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respects to the work signed by the Engineer-In Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications or in any Bureau of Indian Standard or any other published standard or code or schedule of Rates or any other printed Publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervisions of all works, structural plans, and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified, or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy suitability any safety of all the works and methods of execution.

iii. The Engineer-In-Charge shall have power to make alteration in, omissions form, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non –availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-In-Charge such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

18. SERVICES TO BE PROVIDED BY AAI:

Access to space / working area for the contractor's workmen shall be provided by AAI, free of cost and as per availability. Free electricity for work related activities and water shall be provided, IF FEASIBLE. Electric supply at 230/415 V + 10%, A.C., Single phase/3 phase, 4 wire 50 Hz, if required, for works shall be made available at one point by the Authority at the site of work. The contractor shall provide all necessary connections, cable, fittings, etc. from the main switch onwards, in order to ensure a proper and suitable supply of electricity for the execution of work. AAI does not guarantee continuity of supply and no compensation whatsoever shall be allowed for supply becoming intermittent or for breakdown in the system.

19. PROCEDURE TO BE FOLLOWED BY THE TENDERER AFTER AWARD OF WORK:

Contractor, on award of work, shall contact the AAI Engineer-in-Charge & execute agreement on non-judicial stamp paper of Rs. 100/-.

Contractor shall obtain the details of final site/locations from AAI for installation of Cameras along with mount and approval for mounting accessories (Pole / Wall / Terrace) for all the items as per site requirement.

It shall be the responsibility of the contractor to adhere to this work-schedule and complete the work in the specified time. Any deviation from this schedule, for any reason, shall be brought to the notice of the Engineer-in-Charge immediately to enable the Engineer-in-Charge take corrective action for achieving the timely completion of work. Failure to carry out the work within the specified time or

not meeting the various committed deadlines shall be treated as delay on the part of the tenderer and shall be dealt as per Conditions of Contract unless the said work is completed in the scheduled time.

Contractor shall at all times, during the period of execution of works keep in mind the specified completion time and other terms & conditions of contract as specified in the NIT which is, and shall remain the essence of the contract.

On completion of the installation, Contractor shall conduct a System Acceptance Test (SAT). Contractor shall rectify any deficiencies encountered during the acceptance tests, at no additional cost to AAI.

20. TECHNICAL DOCUMENT SUBMISSION AFTER COMPLETION OF WORK:

On completion of work the bidder has to submit the details of installed items along with configured details, operation of system and fault rectification procedures with related materials (Systems Block Diagram, operational / technical instructions and fault finding & rectification procedures along with configured details & user id credentials).

Technical & Maintenance training with necessary Manuals/documents shall be provided to AAI official / AAI maintenance support staff (15) will be under the scope of the tenderer.

21. SITE CLEARANCE:

Firm Shall clear the site from excess items, debris etc. if any after completion of measurement. Actual installed, laid items measurement shall be done, as per measurements payment shall be processed. After completion of the work the contractor has to provide back the area in normal condition to AAI for operation. Any damages to AAI property shall be borne by the contractor. The work should not affect the passenger movement and AAI image in public should be taken care by contractor during the work.

22. COMPLETION CERTIFICATE:

Completion Certificate shall be recorded by AAI, on completion of the work in all respect and the same shall be issued to the contractor on request. The completion certificate shall specify the date of successful completion and completion cost of work, with other details.

23. TECHNICAL SUBMITTALS:

The Tenderer shall provide a statement of undertaking from the manufacturer in his tender submission that offered cameras & License and parts shall be interchangeable and the availability of essential spares for repair or replacement of any component of the equipment that needs repairing or replacing shall be available for at least SIX (06) years from the date of installation.

The Contractor shall provide appropriate product certifications, test results and test reports for the items in his Tender submission.

The Tenderer shall provide all relevant technical specifications and other relevant information in fulfilment to his Tender submission. The Tenderer shall also provide a Certificate of Confirmation from the manufacturer on the compliance to the technical specifications in his tender submission.

The Tenderer shall further note that he is required to comply with such submitted technical specifications for the delivery of the equipment during the execution work.

After award of work, the contactor shall submit technical literature brochures, design drawings etc. within 30 days from the date of issue of purchase order. A penalty @ 0.1% of" Basic supply cost of equipment" per week for a maximum period of 04 weeks will be levied and shall be deducted from the running bills of the contractor. After delay of 04 weeks, AAI reserves the right to forfeit the EMD or PBG for supply & commissioning or both (Whichever is available with AAI at that stage) besides debarment and blacklisting of the contractor and cancellation of the contractor without assigning any reason thereof.

MAKES:

a) In general, make of various items shall be as per the "List of Preferred Makes" vide SECTION – VII. However, AAI reserves the right to accept / opt any make in the interest of work subject to meeting the Technical specifications incase of non-availability of any make.

b) Where makes have not been indicated in the list, they shall be of ISI marked / reputed brands. Reputed brand implies a brand which is supported by nationwide sales & service distributors/ dealers/ network/ centers.

c) All makes of items to be got approved by the Engineer-in-charge before manufacture/ supply/ use in the work irrespective of appearing in the approved list.

24. THE WARRANTY PERIOD WILL COMMENCE ON SUCCESSFUL COMPLETION OF SAT:

The warranty period will be Two (02) years after completion of SAT at site.

25. CONTRIBUTION TOWARDS TAMIL NADU MANUAL WORKERS WELFARE SCHEME:

As per section 8A of Tamil Nadu Manual Workers (Regulations of Employment and conditions of work) Act 1982 and government order G.O. MS. No.80 dated 06.06.1997 and G.O.MS.No.95 dated 02.07.1997 of Government of Tamil Nadu, Subsequent Labour and employment Department Notification No. II (2)/LE/1420(b-1)/97, published at Tamil Nadu Government Gazette, a contribution at the rate of 1.0% (One Percent) on value of work done is to be paid to the Tamil Nadu Construction workers welfare board, the rate quoted by the tenderer shall be inclusive of this amount also and AAI shall be deducting the same from the payments due to the contractor.

26. DIFFERENCE BETWEEN FIRST LOWEST BIDDER AND SECOND LOWEST BIDDER:

The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rates of second lowest, the contractor shall be paid lower of the two.

27. INSTALLATION:

Following shall be the part of the installation works:

a) Shifting of the units from place of storage to place of installation
b) Un packing
c) Verification for transit damages / availability of all items including accessories, operating handles, instruction manuals, drawings, test certificates etc. and taking necessary action where needed.
d) Undertaking all related civil, mechanical works like digging, concreting, chipping, plastering, cutting, welding drilling etc.
e) Making minor additions /alterations as per site requirement for satisfactory installation.
f) Taking all necessary safety precautions for the equipment as well as personal.
g) Touching up damaged painting points.
h) Following proper codes like IS and sound engineering practices.
i) Documentation.

28. SITE ACCEPTANCE TEST (SAT) & COMMISSIONING

a) It shall be the responsibility of the bidder firm to submit the system test procedure for conducting the post-installation site acceptance testing. The procedure submitted by the bidder firm shall be drafted in line with the standard practices followed in the industry and shall be in accordance with the test procedures & practices specified by the OEM. The acceptance test procedure on approval by AAI shall become the document for acceptance of the equipment after installation at the site.
b) The bidder firm shall supply, install, test and commission all necessary hardware and software as per the requirement of the tender with the system. Bidder firm shall submit technical documents (hard and soft copy - one set each) at Ultimate User consignee site with each Equipment. The system shall be commissioned after successful completion of SAT, operational & technical training and all the works under the scope of the tender.

29. COMPLETION DRAWINGS / DOCUMENTS

On completion of works, the contractor shall submit two sets of "As-Built" drawings, one set reproducible in CAD version in CD to AAI before the submission of the final bill. The details of the 'As-Built' drawings along with the documents / tool to be submitted as given below, failing which Rs. 15,000.00 recoveries shall be made for works executed.

a) General Arrangements, Layout drawings with dimensions, plans, sections etc.
b) Data Sheets /Equipment name plate details
c) Details of Inventory
d) Test Certificates (Factory Tests, sites Test)
e) Guarantee/ warranty Certificates (where applicable)
f) As-built drawing for all services.
g) Manuals for System Operator, System Administrator and System Engineer.

h) Servicing/ Maintenance instructions including preventive Maintenance schedule.

i) Any other relevant information.

30. SIGNING OF CONTRACT:

The issue of Works Order / Purchase Order through GeM portal shall constitute the award of contract on the bidder. The signing of the Contract as per the agreement format of AAI in Rs. 100/- stamp paper, shall be completed within 15 days of the acceptance of the Work Order. A penalty @ 0.1% of "Basic Supply cost of equipment as per week for a maximum period of 02 weeks will be levied and shall be deducted from the running of the Contractor. After delay of 02 weeks, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reason thereof.

31. AGREEMENT:

On award of the work, the successful contactor shall execute an agreement with AAI in non-judicial stamp paper of Rs. 100/-. The GCC-2017 shall be downloaded and signed in each page which shall form part of the agreement. The entire cost towards stamp paper, down loading and printing GCC 2017 shall be borne by the contractor.

If a contractor observes a discrepancy/mistake in the schedule of items, he should bring it to the notice of JGM (E-E) concerned in writing before the date of submission of tender.

32. NOVATION CLAUSE:

"Notwithstanding anything contained in this agreement, Parties agree that during the Contract Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP mode or in any manner as may be decided by AAI / Government of India, then the Authority shall have the right to assign / novate / alter this Agreement, in favour of such third party, to which contractor hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of contractor. Such assignment /novation / alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment / novation / alteration and the rights and obligations of Authority under this Agreement and other arrangements entered into in accordance with the provision of this Agreement shall be vested in such third party. The Parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment / novation / alteration as and when need arise.

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SECTION -VII

LIST OF PREFERRED MAKES

Sl. No.	ITEM	PREFERRED MAKES	CATEGORY FOR TEST CERTIFICATE / INSPECTION
1	CCTV Camera	AVTRON / TYCO ILLUSTRA / HEINRICH / SEIMENS / BOSCH / HONEYWELL / ULTRAK / PELCO/ MATRIX or its equivalent meeting the Technical Specifications	CATEGORY -2
2	Network Video Recorder (NVR)	MATRIX or its equivalent meeting the Technical Specifications	CATEGORY -3
3	Hard Disk Drive (HDD)	SEAGATE / TOSHIBA or its equivalent meeting the Technical Specifications	CATEGORY -4
4	POE Manageable Switch	TELTONIKA / AE CONNECT or its equivalent meeting the Technical Specifications	CATEGORY -4
5	LED Display	LG / PANASONIC / SAMSUNG / SONY or its equivalent meeting the Technical Specifications	CATEGORY -2
6	CAT6 / OFC Cable	POLYCAB / BATRA HENLAY / RR KABEL / LEGRAND (NOVATEUR) / RALLISON (LKB) / BONTON / HAVELLS / KEI / GLOSTER / D-LINK or its equivalent meeting the Technical Specifications	CATEGORY -2
7	9U Indoor Rack	VALRACK / D-LINK or its equivalent meeting the Technical Specifications	CATEGORY -3
8	Single Mode Duplex Patch Cord	VALRACK / D-LINK or its equivalent meeting the Technical Specifications	CATEGORY -4
9	PVC Pipe (B Class) ISI Marked	ASTRAL / BEC / AKG / GM / / JPC PIPES / SUPREME / FINOLEX / AHIRVAD or its equivalent meeting the Technical Specifications	CATEGORY -4
10	UPS	NUMERIC / DELTA / UNILINE / VERTIV / POWER ONE / EATON / SCHNEIDER or its equivalent meeting the Technical Specifications	CATEGORY -3
11	DWC HDPE Pipe	GANGOTRI / ASTRAL / BEC PLAST / TIRUPATI PLASTOMATIC / GEMINI / HIMALAYAN / MANGALAM / VPL / CPE / KESHAV KRIPA/ VALENS or its equivalent meeting the Technical Specifications	CATEGORY -4
12	Fiber Patch Panel	LEGRAND or its equivalent meeting the Technical Specifications	CATEGORY -4
13	Field Termination Plug	D – LINK / SMARTEN or its equivalent meeting the Technical Specifications	CATEGORY -4
14	G.I Pipe (ISI Marked)	TATA / SAIL / BEC / PRAKASH SURYA/ JINDAL STAR / APL APOLLO / ITL / VPL / HIRA PIPES (RR ISPAT) or its equivalent meeting the Technical Specifications	CATEGORY -4
15	RJ 45 Jack	D-LINK or its equivalent meeting the Technical Specifications	CATEGORY -4
16	Work Station PC	HP / DELL / LENOVO / IBM or its equivalent meeting the Technical Specifications	CATEGORY - 4

CATEGORY REQUIREMENT OF TEST CERTIFICATE/INSPECTION

CATEGORY - 1:

1. Type test certificate for similar item done. If not, one of the items offered is to be type tested.
2. OEMs routine test certificate.
3. Acceptance test to be conducted in the presence of AAI representative at OEMs factory.

CATEGORY - 2:

1. Type test certificate for similar item done. If not, one of the items offered is to be type tested.
2. OEMs routine test certificate.
3. Visual and functional check by AAI official at AAI airport site.

CATEGORY - 3:

1. OEM/Dealer/Contractor routine test certificate.
2. Visual and functional check by AAI official at AAI airport site.

CATEGORY - 4:

1. Visual and functional check by AAI official at AAI airport site.

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SECTION – VIII

TECHNICAL SPEFIFICATIONS

SCCTV system & cameras for this project shall be STQC compliant

TECHNICAL SPECIFICATION FOR THE SITC OF SCCTV CAMERAS AT CARGO, TRICHY INTERNATIONAL AIRPORT.

Fixed Out door Bullet camera			
S. NO.	**PARAMETER**	**Specification**	**Compliance (Yes/No)**
1	IP camera	**Yes**	
2	Camera image capturing sensor	**5 MP or better**	
3	Minimum Illumination	Colour - 0.01 Lux @ F1.2, 0 Lux with IR	
4	Lens	**4 mm**	
5	Day & Night Switch	Auto/ schedule	
6	Video bitrate	128 kbps-16Mbps or better	
7	Stream capability	**Minimum 4 streams with atleast 15 fps or better**	
8	Resolution	Minimum 2592 x 1944 or better	
9	Alarm Trigger	Motion detection, IP address conflict, illegal Login, HDD full, HDD error	
10	Analytics	Motion Detection, Tamper Detection, Trip Detection, Zone Intrusion, Audio Exception, Missing/Abandoned Object Detection, Object Counting, Loitering Detection.	
11	Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, RTP, RTSP, PPPoE, NTP, UPnp, SMTP, SNMP, IGMP, IPV6	
12	General function	1. The IPCAM shall get connected to the destined NVR/VMS when plugged in the network with adding from NVR or VMS 2. The IPCAM shall be able to generate notifications via E-mail / SMS on alarm trigger. 3. The IPCAM shall be able to save image and video clips on edge / NAS on events trigger.	
13	Communication interface	1 RJ45 10M/100M self-adaptive Ethernet port	
14	IR illumination Range	**50 m or better**	
15	Certificate	**UL, CE, FCC, BIS, STQC ER, IP67 and IK10**	
16	Storage	**512 GB or better**	

Fixed indoor bullet camera			
S. NO.	**PARAMETER**	**Specification**	**Compliance (Yes/No)**
1	IP camera	Yes	
2	Camera image capturing sensor	**5 MP or better**	
3	Minimum Illumination	Colour - 0.01 Lux @ F1.2, 0 Lux with IR	
4	Lens	2.8 mm	
5	Day & Night Switch	Auto/ schedule	
6	Video bitrate	128 kbps-4Mbps or better	
7	Stream capability	Minimum 4 streams with atleast 15fps or better	
8	Resolution	Minimum 1920 x 1080 or better	
9	Alarm Trigger	Motion detection, IP address conflict, illegal Login, HDD full, HDD error	
10	Analytics	Motion Detection, Tamper Detection, Trip/No TripDetection, Object Intrusion/Zone Intrusion, Audio Exception	
11	Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, SMTP, SNMP, IGMP, IPV6	
12	General function	1. The IPCAM shall get connected to the destined NVR/VMS when plugged in the network with adding from NVR or VMS The IPCAM shall be able to genrate notifications via E-mail / SMS on alarm trigger. 2. The IPCAM shall be able to save image and video clips on edge / NAS on events trigger.	
13	Commnunication interface	1 RJ45 10M/100M self-adaptive Ethernet port	
14	IR illumination Range	50 m or better	
15	Certificate	UL, CE, FCC, BIS, STQC ER, IP67 and IK10	
16	Storage	512 GB or better	

Network Video Recorder				
Sr. No.	**Category**	**Parameter**	**Specification**	**Compliance (Yes/No)**
1	Video/Audio Input	IP video input	**32CH Min or As required**	
		Incoming bandwidth	**180 Mbps or better**	
		Outgoing bandwidth	**180 Mbps or better**	
2	Video/Audio Output	HDMI output resolution	**HDMI*1**	
			1280x720/1920x1080/3840x2160 minimum	
		Audio output	**1 Ch, RCA (Linear, 1K Ω)**	

Sr. No.	Category	Parameter	Specification	Compliance (Yes/No)
3	Decoding	Decoding format	**H.265/H.264/ Motion JPEG**	
		Recording solution	**12MP, 8MP, 5MP, 4MP, 3MP, 2MP, 720p, D1, CIF or better**	
		Synchronous playback	**minimum 16 ch or better**	
4	Network Manager	Network protocols	TCP/IP, DHCP, DNS, DDNS, NTP, SMTP, UPnP TM, HTTPS, FTP	
5	Hard Disk	SATA	**2 SATA III (minimum 16TB per port)**	
		Capability	**Support up to 63TB minimum**	
6	External Interface	Two way audio	1 Ch, RCA(2.0vp-p, 1k Ω)	
		Network interface	2 RJ-45 10/100/1000 mbps self-adaptive Ethernet interfaces	
		USB interface	Front panel: 2xUSB 2.0; Rear panel: 1 USB 3.0	
		Alarm in/out	As required	
7	General	Power supply	Adapter 12V DC/5A	
		Interoperability	1. It Should be Possible to configure, playback & live streaming of cameras added to other NVR from the main NVR without the need of any server/workstation. 2. The system should be capable of integrating with IP cameras of any brand which supports ONVIF S profile.	
		Working temperature	0°C to +50°C (32°F to 122°F)	
		Working humidity	10 to 90 %	
8	Certificate		**CE, BIS, FCC, RoHS, NDAA Compliance**	
9	Events		Motion Detection, View Tampering, Trip wire, Object Intrusion, Audio Exception, Missing Object, Suspicious Object, Loitering, Object Counting, Recording Start, Recording Fail, Camera offline, Camera online	

55” 4K Ultra HD Commercial Presentation LED Display			
Sr. no.	**Parameter**	**Specification**	**Compliance (Yes/No)**
1	**Panel Size**	**55"**	
2	**Display Area**	**120G.60 x 680.40 mm (54.6")**	
3	**Native Resolution**	**3840 x 2160 (4K UHD)**	
4	**Aspect Ratio**	**16:G**	
5	**Colors**	**1.07 Billion (8-bit + FRC)**	
6	**Brightness**	**520 nits (typ.)**	
7	**Contrast Ratio**	**5000:1**	
8	**Response Time**	**6.5 ms**	
9	**Viewing Angles**	**178° (H) / 178° (V)**	
10	**Processor**	**Quad-core**	
11	**RAM**	**4 GB**	
12	**Storage**	**32 GB**	
13	**Operating System**	**Android 14**	
14	HDMI	HDMI 2.1 x 2 (HDCP 2.2)	
15	RS-232	RS-232 x1 (In), x1 (Out)	
16	IR Pass Through	IR x1 (In), x1 (Out)	
17	RJ45 (LAN)	RJ45 x1	
18	USB	USB Type A 2.0 x2, Type-C x1 (DP1.2, PD 15W, USB2.0)	
19	Speakers	10W x2	
20	Voltage	100–240V AC ±10%	
21	Power Consumption	134W (On), <0.5W (Off)	
22	Operating Temperature	0°C to 40°C	
23	Operating Humidity	20% – 80% RH	
24	**Operating Hours**	**24/7 continuous**	
25	**Certifications**	**BIS, WPC**	

9U Indoor Rack			
S.No	**Parameters**	**Specification**	**Compliance (Yes/No)**
1	Parameters and Certification	Supply of Wall Mount, assembled, UL Certified rack (RAL 7035 in Pastal fine texture OR RAL 9005 in Black fine texture) with Sheet steel riveted metal frame, Top and bottom cover with brush cable entries, confirming to following standards - IEC 60529 EN 60529 (IP20), IEC 62262 EN Rack including accessories like Horizontal PDU, Hardware packet, fan, Power supply sockets, Patch panel, Cable management, provision for fixing of switches, modem, router etc..	
2	Size	U	

8 Port Unmanaged PoE switch

Sr No	Description	Compliance (Yes/No)
1	**8 PoE Gigabit ports + 2 Gigabit uplink port**	
2	**PoE Power Budget: 150W**	
3	**PoE Standard: IEEE802.3af, IEEE802.3**	
4	**Transmission Distance: 0~250m/10Mbps, 0~100m/100Mbps**	
5	**10/100M/1000 Auto-Negotiation, Auto MDI/MDIX**	
6	**Support 6KV lightning protection**	
7	**Network Protocol: IEEE802.3i/ 802.3u/ 802.3x/ 802.3af/ 802.3ab**	
8	**Operating Temperature: 0°C-55°C**	
9	Humidity: 20%-95%, non-condensing	
10	Storage Temperature: -20°C-70°C	
11	Switching Capacity: 20 Gbps Full duplex	
12	Power Consumption: <5W	
13	Input: 110-264V AC, 50/60Hz	
14	Plug and play installation	
15	**Should be RoHS compliant**	
	Should comply to make in India guidelines set by GoI	
	OEM should provide MII certification	
	OEM Certification: ISO 9001, ISO 14001, ISO 45001, ISO/IEC 27001:2022	

1 KVA Online UPS			
Sr. no.	**Parameter**	**Specification**	**Compliance (Yes/No)**
	UPS Unit		
1	**Capacity:**	**1 KVA / 36V DC**	
2	**Type:**	**Online Double Conversion UPS**	
3	**Input/Output Phase:**	**Single Phase Input – Single Phase Output (1P-1P)**	
4	**Backup Time:**	**2 Hours (with specified battery bank)**	
5	**Communication Interface:**	**USB/RS232/SNMP (optional)**	
6	Overload capacity in Line Mode	105 - 110% 10 mins, 111 - 130% 2 mins, 131 - 150% 30 sec	
7	Overload capacity in Battery mode	105 - 110% 10 mins, 111 - 130% 1 mins, 131 - 150% 3 sec	
8	Warranty:	Minimum 24 months	
	Battery Bank		
9	**Type:**	**VRLA /Tubular / Lithium-Ion**	
10	**Rating:**	**12V, 65Ah**	

	REFERENCE DIRECTIVE AND STANDARDS		
11	**Safety**	**IEC 62040-1 & IS 16242 (Part1) : 2014**	
12	**EMC**	**IEC 62040-2**	
13	**Performance and test requirements**	**IEC 62040-3**	
14	**Other compliance**	**CE, RoHS, PEP**	

	Cat.6 U/UTP Outdoor Armored cable		
S. No.	**Parameter**	**Value**	**Compliance (Yes/No)**
	Performance at 250 Mhz - standard . ANSI/TIA 568.2D		
A	**Type as per ANSI/TIA 568C.2 at 250MHz**	**Cat.6 U/UTP Armored**	
1	Insulation	**Insulation Over Conductor HDPE**	
2	Conductor	**23 AWG solid bare copper with a Diameter 0,99 ± 0.04mm**	
3	Separator	X shaped separator	
4	Type of Sleeve	PE (UV Protected) (Inner Sheath PVC)	
5	ECCS Tape Armouring		
6	Rip Cord		
7	Maximum Attenuation	32.8 dB per 100m	
8	Min Next (dB)	38.3	
9	PS NEXT (dB)	36.3	
10	ACRF (dB/100m)	19.8	
11	PS ACRF (dB/100 m	16.8	
12	Return Loss (dB)	17.3	
B	**Electrical Specifications at 20 Deg C**		
1	Type	Cat.6 U/UTP Outdoor Armored cable	
2	Max linear resistance	95 Ohms per KM	
3	DC dielectric strength	1KV/ 1 minute	
4	Minimum Insulation Resistance	5000 Mohm.km	
5	Minimum Propogation Speed	66%	
6	Characteristic Impedance at 100 MHz	100 Ohm ± 15%	
7	Conductor Resistance	9.38Ω/100m	
8	Mutual Capacitance	<5.6nF/100m	
9	Resistance unbalance between pairs	5% Max	
10	Capacitance unbalance	<330pF/100m	
11	Delay Skew	< 45nS	

S. No.	Parameter	Value	Compliance (Yes/No)
C	**Mechanical Features**		
1	Diameter Over Insulation (mm)	0,99 ± 0.04 mm	
2	Cable Diameter (mm)	10.5± 0.4 mm	
3	Min. bending radius when laying (mm)	20 x Cable Diameter	
4	Pulling Force	50Kg	
5	Weight of cable (kg/km	39 to 45	
D	**Others Specifications**		
1	Usage Temperature	-20 to +70 degree C	
2	Packing	Box of 305 meters	
3	Color	Black	
4	Performance characteristics to be provided along with bid for CAT6 @250 MHz	Test result should meet & exceed the performance requirement as per as per ANSI/TIA 568C.2, ISO/IEC 11801, & EN50173.	

6 Core Armoured OFC Cable			
S.No	**Parameters**	**Specification**	**Compliance (Yes/No)**
1	6 Core Armoured Single Mode OFC Cable	This specification covers an optical cable with 6 optical fibres of UNI tube construction. The cable is armoured thus making it suitable for installation outdoors in harsh environments. The armouring does also make the cable rodent proof. This enhanced Single mode fibre provides improved performance across the entire 1 260 nm to 1 625 nm wavelength spectrum due to its low attenuation in 1 383 nm the waterpeak region.	

LC-LC Patch Cords			
S.No	**Parameters**	**Specification**	**Compliance (Yes/No)**
1	LC-LC Patch Cords	The patch cords are terminated with ultra physical contact and angled physical contact (single mode), zirconia ferrule connectors which are manufactured with precision factory mounting and polishing techniques which helps assure high transmission quality.	

8. Application software

VMS software application license for cameras shall be of **Make: Honey well** suitable for integration with existing recording server, Failover recording server and VMS server etc., complete as required as per site requirement.

9. PVC pipes

Supply & fixing of 25 mm dia 'ISI' marked PVC pipes along with all necessary accessories required for fixing.

10. GI Pipe

Providing & fixing of 75 mm dia GI Pipe 'B' class 'ISI' marked complete with GI Fittings & clamps required at site.

11. HDPE Pipe

Supply & laying of DWC HDPE pipe of 63 mm dia 'ISI' marked along with necessary accessories like socket, bend couplers complete with fitting and cutting, jointing etc., including excavation and refilling the trench but excluding sand cushioning and protective covering etc., as required.

12. Earthwork

The scope of work includes Earth work excavation in all types of soil including hard murram. Rocks are not likely to be encountered to the depths in which excavation is intended. In the unlikely event of encountering soft/hard rock during the excavation no separate payment will be made. If necessary, an alternate route can be considered with the approval of Engineer-In-Charge.

The unit rate quoted for Earthwork excavation shall include the cost of labor for excavation of trench and cutting and clearing of plants, bushes and shrubs in the route and protecting other existing properties if exposed, refilling and disposing of surplus earth within 20Mtr, after laying by the cable as directed by the Engineer-In-Charge. Excavation size should be 600mm (H) and 300 mm(W).

13. Installation

- Mount cameras at approved locations / pole at specified areas.
- Run the power cable as per site requirement. Provide necessary power sockets & plug tops.
- Run & terminate Data cables from cameras to switch.
- Cameras should be integrated with existing system (Make: Honey well)
- Coordinate with the existing agency for configuration of all license in the existing server.
- Ensure proper grounding and surge protection.
- Provide structured labelling and documentation of cabling.

14. Testing and Commissioning

- Test each camera for image clarity, angle, and coverage.
- Verify storage and playback functionality.
- Perform network speed and latency tests.
- Conduct system demonstration and validation with the client.

15. Training and Handover

- Provide operational training to security personnel.
- Submit user manuals and as-built drawings.
- Hand over login credentials and admin documentation.
- Support in initial live monitoring operations.

16. Bidder shall submit Data/ Technical specifications sheets as provided by OEM.

17. Bidder shall read carefully all items' specification before mentioning Make, Models and price quote.

18. All offered Cameras shall be from same OEM make only**.**

19. Bidder shall provide the make & model as per specifications or for higher specifications.

20. Bidder shall ensure not to provide low / unmatched / ambiguous specifications items.

21. Bidder shall ensure offered make / model of items **from reputed manufacturers** only.

22. **Assembled / refurbished / White labelled under-specifications offered Technical Bids shall be rejected outrightly and such bids shall not be accepted for further process**.

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SECTION – IX

Statement of Compliance

SCOPE OF WORK, TECHNICAL & QUALITATIVE REQUIREMENTS		
Sl. No	**Requirement**	**Statement of Compliance YES/NO**
1.	**General Requirement:**	
1.1.	The equipment shall be compact, fully solid state, highly reliable and shall use latest state of the art technology.	
1.2.	The system has to be designed to operate for 24 hours per day, 365 days in a year.	
1.3.	The design and selection of equipment shall be consistent with the requirements of long term trouble free operation with highest degree of reliability and maintainability.	
1.4.	All equipment shall be manufactured to continuously operate safely without undue heating, vibration, wear, corrosion, electromagnetic interference or any similar problems.	
1.5.	The system shall be designed for continuous operation. The design life of the equipment shall be a minimum of **SIX** years.	
1.6.	This life shall be achievable through normal and regular maintenance and without major dismantling or overhauling, etc.	
1.7.	All types of spares and spare modules shall be made available by the bidder during life time of the equipment for maintenance, repair and up keep of the equipment.	
1.8.	The Bidder shall undertake and ensure implementation of its offered solution and shall keep in view safety and protection of personnel during normal operation and maintenance.	
1.9.	Safety and protection of personnel during normal operation and maintenance or during malfunctioning of any equipment shall be ensured as an integrated feature of design, manufacture and installation. Adequate protection shall be included for ensuring safety of personnel from any possible hazards, including EMI radiation, high voltages, etc. The bidder shall furnish the details of EMI and Safety Standards met by offered equipment's and built in safety features.	
1.10.	The equipment shall be constructed on a modular basis, using plug-in type u and components to the extent possible. Parts subject to failure, wear, corrosion or other deteriorations or requiring occasional inspection, adjustment or replacement shall be made accessible and capable of	

	convenient inspection and removal. All plug-in units and modules shall fit on slide rails and shall be removable from front of cabinet. Connectors shall be provided with keys to prevent insertions of units in the wrong way or into a wrong slot.	
1.11.	Input/output termination cables shall be properly labelled to permit ready identification of the incoming/outgoing wiring.	
1.12.	All interconnecting cables shall also be appropriately labelled to facilitate convenient interconnection and minimize chances of incorrect connection.	
1.13.	All interconnecting cables required to inter connect the equipment shall be supplied. All cables shall be fully assembled, connector pre- terminated and factory tested at the time of supply as part of overall system check.	
1.14.	The contractor shall furnish all equipment, parts, materials, cables, conduits and any other supplies required, to satisfactorily effect the complete installation of the proposed system in a professional manner.	
1.15.	The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the contractor shall be new, and shall conform to applicable Indian standards or any international standard.	
1.16	All equipment except portable equipment shall be held firmly in place except to the extent that proper performance criterion dictates the use of a resilient shock absorbing mounting. All fastening and supports shall be adequate to support their loads. All switches, connectors, outlets etc. shall be clearly, logically and permanently marked. Adhesive Tape Markers and screen printed Markers liable to erasure during use will not be acceptable.	
1.17	The contractor must take such precautions as are necessary to guard against electromagnetic and electrostatic interference, to provide adequate ventilation, and to install the equipment to ensure maximum safety to the operators and other personnel in the area.	
1.18	Care shall be taken in wiring so as to avoid damage to cables and equipment all joints and connections shall be made with resin cored solder or with suitable connectors. All wiring shall conform to the code of practice for electrical wiring/installations.	
1.19	The contractor has to ensure that while installation of the	

	system, the Airport operation is not disrupted.	
1.20	All cables shall be marked and color-coded for easy recognition. Proper cable ends or plugs/sockets/multi-pin connectors shall be used for ending of each cable. Cable ends & terminating points shall be marked in such a way that it can be connected without referring to the Technical Manual every time.	
1.21	Cost of connectors and other accessories required for completion of work is deemed to be included in the quoted prices.	
1.22	While designing the system, particular attention should be given to the maintenance part. Mechanical designs shall be such that all the inside components of different units of the system are clearly visible & easily approachable for the purpose of testing & servicing the units. Modular concept using Plug-in type of modules shall be used. Wires used for interconnecting these PCBs shall be neatly bunched and routed. These wires shall be connected to the PCBs through multi- pin, plug-in type of connectors to facilitate easy removal of PCBs for servicing.	
1.23	Test points are to be provided & marked at all the required points in the equipment units. Voltages/data flow chart etc. shall be given in the technical manual.	
1.24	**RELIABILITY, AVAILABILITY, MAINTAINABILITY**	
a)	The equipment design shall employ the most suitable engineering techniques, materials and components and rigorous inspection during manufacturing to ensure a very high MTBF (Mean Time between Failures) of equipment. The statistical estimated MTBF figures shall be indicated and supported by calculation.	
b)	All systems to be provided shall be designed and constructed to operate continuously between scheduled maintenance shutdowns for the Operational Lifetime.	
c)	Bidders shall describe the methodology, techniques and processes used to conduct the Reliability, Maintainability, and Availability (RMA) analysis. Maintainability is expressed as a probability that a system shall be restored to a specified condition within a given period of time when the maintenance is performed in accordance with prescribed procedures and resources.	
d)	The Mean Time to Restore (MTTR) the equipment specified herein shall not exceed 40 minutes. Availability is the probability expressed as a percentage, that a system, under the combined aspects of its reliability, maintainability and maintenance support, shall perform its required function at a random point in time.	
e)	The bidder shall provide the figures of operational availability and reliability for the system.	
2.	The scope of work includes the Supply, Installation, Testing & Commissioning of Hardware and Software.	

2.1	The Contractor's scope of work is a turnkey solution, with responsibility for fully provisioning of CCTV WIFI System supply, installation, configuration, testing, commissioning, maintenance and provision of defects liability for the following elements and services throughout the Defects Liability Period & CAMC period: • The Contractor shall coordinate the design and installation of the Cameras / AP with all structural mounting facilities and accessories as required to meet the specified requirements, regardless of the bill of quantities and layout shown on the drawings. • The Contractor to utilized the existing Power / Network cables and wherever needs for new requirement Power / Network cables to be laid as per site requirement.	
A.	**Bidder eligibility criteria**	
1	The bidder should have executed SITC of CCTV System works in Government / PSU / Non - Government organization in the last 7 years.	
2	**Bidder must attach MAF specific to this tender from following OEM**	
	Cameras (from same OEM)	
B.	2 Years Warranty and 3 Years CAMC	

SECTION: X

Operational Maintenance During Warranty Period and Comprehensive Annual Maintenance Contract:

S. No.	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
1.	OPERATIONAL MAINTENANCE DURING 2 years WARRANTY PERIOD	
1.1	Statutory & Regulatory clauses: The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF, ESI, Contract Labour (Regulation and abolition), Minimum Wages, Payment of Wages Payment of Bonus / Payment of Gratuity, Workmen's compensation, Works Contract and other relevant Acts, Rules and regulations in force and as amended from to time in the State, as applicable.	
1.2	The engagement and employment of workers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be violation of this contract. AAI may ask the contractor to produce documents to verify that these provisions/laws are compile by the contractor.	
1.3	The contractor should depute the skilled person suitable to attend the breakdown maintenance during the warranty/CAMC period	
1.4	Safety Measures and responsibilities: It shall be the responsibility of the contractor to take all necessary safety measures and precautions or invariably ensure due diligence while performing the Contract work and AAI shall not be held responsible for any injuries/accidents suffered by the contract labour. Any incident/mishap to contractor's staff be the contractor's responsibility.	
1.5	The contractor has to follow the local security/ safety rules & regulations and such instructions on restricted hours of work as may be imposed on workers by the department / local authorities, while working in security restricted zones and no claim whatsoever on account of this, will be entertained.	
1.6	AAI reserves the right to en-cash complete value of performance Bank guarantee if the performance of equipment /system is not satisfactorily without assigning any reason.	

S. No.	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
1.7	The contractor shall replace/repair any parts, including the supplied software, Hardware found defective during warranty /CAMC period without any charges whatsoever to AAI.	
1.8	The contractor and his employee shall abide by security regulation framed by AAI/ BCAS or police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff.	
i.	During the Warranty and Defects Liability period, contractor shall carry out preventive, corrective maintenance and smooth operation of equipment and its accessories. Preventive maintenance shall be carried out at least once in THREE calendar months on staggered equipment/day basis, after successful commissioning of the equipment. The records shall be maintained for all the said activities by the contractor.	
ii.	The contractor shall replace any parts, including the supplied software found defective during Warranty & CAMC period without any charges whatsoever to AAI. The services of the contractor or his principals, if required during this period, for such work shall also be made available without any cost to the Authority.	
iii.	Maintenance during warranty period shall include free replacement of any spares (same as supplied during installation) of the equipment supplied against this work.	
iv.	Any failure (partial or complete) of the system or system related equipment leading to complete failure of the system shall be considered as failure of the system. In this regard the decision of AAI Officer In-Charge, shall be final & binding.	
v.	The Contractor shall attend the remedial maintenance job immediately on observation/ receipt of complaint. During warranty period & CAMC period, unserviceability shall be penalized. Penalty shall be imposed if not made serviceable on receipt of complaint within 24 Hrs. However, penalty restricted to maximum 10% of contract value. All the complaints shall be responded within 4 Hrs. Penalty shall be deducted from the submitted running bills/PBG. However, AAI In-Charge decision is final binding.	

S. No.	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
Vi.	The contractor shall replace all the faulty & functionally not acceptable parts/components/ displays/monitors/ Controllers, as applicable, at own cost.	
2	**TERMS & CONDITIONS OF COMPREHENSIVE AMC WITH SPARES**	
2.1	**General Conditions:**	
I	The contractor shall carry out the work in accordance with the details specified hereunder:	
Ii	The work herein specified shall be performed by competent workmen in a thorough professional manner. All materials furnished by the contractor shall conform to original equipment manufacturer's standards and guidelines.	
Iii	All contractor's staff shall behave in orderly manner, shall comply with the airport operational, safety and security rules and regulations, and shall not indulge in any activity beyond the scope of the contract. Any staff violating these conditions shall be removed from duty by the contractor with immediate effect on intimation from AAI Officer In-Charge. This will be without prejudice to any other liability to AAI, arising out of court directions/claims, etc. on account of such misdeeds.	
Iv	Least inconvenience to passengers and staff working in the offices must be ensured while carrying out the work. The preventive maintenance is to be carried out independently during the lean period without affecting the Airport operations.	
V	Contractor will remove all the debris caused due to the work and clear the site.	
Vi	All required repairs, patchwork, etc. to restore any damages caused to AAI property during the execution of work shall be carried out by the contractor.	
Vii	Any damage to AAI property not restored properly shall be recovered from the running bills of the contractor and hence utmost precaution should be taken during the execution of the work. AAI shall have full liberty to get the damage rectified at the contractor's risk and cost.	

S. No.	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
Viii	Provision of necessary Test equipment, tools, cleaning material, etc. at site shall be the responsibility of the contractor.	
Ix	The contractor will not be liable for any damages arising out of War, riots and natural calamity such as fire, storm, earthquake, etc.	
X	The contractor is fully responsible for safety precautions, and any accident that may take place to his labour during the execution of the work and all expenses for his medical treatment is to be borne by the contractor.	
Xi	If at any stage the contractor fails to provide satisfactory service, AAI shall terminate the contract by giving one month's notice and Bank Guarantee will be forfeited. Any damage to the equipment and its accessories shall be rectified by AAI on the contractor's risk and cost.	
Xii	During the period of warranty, AAI may shift any equipment/ item from one location to other location as per AAI operational requirement. Contractor shall continue to maintain the shifted item without any extra financial implication on AAI.	
Xiii	The equipment and its accessories shall be handed over to AAI in fully serviceable condition on expiry/termination of the contract/warranty.	
Xiv	The contractor shall maintain all the system to the entire satisfaction of the AAI Officer In-Charge. Since on completion of the contract period (expiry of contract/ termination of contract), the equipment is to be handed over to AAI in fully serviceable condition, it will be tested jointly for its 100% serviceability by AAI representative and contractor's representative at site. In case any spares are required to be replaced or any rectification is required to be carried out for satisfactory performance of the System / equipment, the contractor at their cost shall carry out the same.	
Xv	In case any of the personnel deputed by the contractor is found indulging in theft/pilferage or any other misdeed or any other undesirable activities, the contractor shall ensure that the services of the concerned staff are dispensed with immediate effect under intimation to the Authority.	

S. No.	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
Xvi	Checking the quality of power supply & other working conditions from time to time shall be the responsibility of the Contractor. In the case the Contractor observes improper power supply to the notice of the maintenance In-Charge AAI, failing which no claims of damage on these accounts shall be entertained by AAI.	
Xvii	AAI shall terminate the contract and takeover the system maintenance at any time without notice, in case the service is not found satisfactory. Under such conditions, all defects shall be rectified at the risk and cost of contractor. AAI has the right to terminate the tender with one-month notice, if AAI decide to replace the system or part of the system New one or closure of the facility/system.	
xviii	The Contractor shall not be entitled for any extra payment whatsoever on account of the conditions of Comprehensive Annual Maintenance Contract.	
Xix	The Contractor shall have to carry out quarterly maintenance checks for all the UPS, System, Camera during Warranty and CAMC and a service report duly signed and certified by the Maintenance in charge of AAI has to be submitted. Preventive and Corrective Maintenance includes: a. Solving of reported hardware/software problems regularly. b. Replacement of parts and components as and when necessary for preventive maintenance at the cost of the contractor. c. Break down maintenance and replacement of parts and components at no extra cost to the AAI, if the equipment goes out of order during the period of contract. d. Parts and components have been replaced as mentioned above shall be the absolute properly of AAI. Replacement of UPS batteries is within the purview of this contract during the warranty and CAMC period. The replacement of battery shall be carried out every two years by the contractor. e. Report generation for each call/ compliant and resolution with time and date	

S. No.	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
	f. Analysis of the complaint and action taken for rectification, to prevent recurrence. g. The UPS Battery backup System check-once in a month and maintenance of battery voltage records and necessary rectification action to be done. h. Continuous monitoring of Systems, Application, Security logs and CPU, Memory, Disk, Network usage Monitoring. i. Monthly and quarterly monitoring with taking Probable cause as a part of Proactive approach. j. Trend analysis of the variation and taking appropriate action. k. Contractor shall attend all such cable faults which causes connectivity failure/power-failure by performing the necessary repair/splicing during entire period of contract i.e. warranty and CAMC at his own cost. m. Installation and updating of software and OS as and when required shall be in the scope of contractor.	
2.2	**CAMC Conditions**	
a.)	**Scope of Work**	
I	Comprehensive Annual Maintenance Contract for CCTV Systems consisting of Preventing & Corrective Maintenance Including all type of Spares.	
ii	Installation of software and OS as and when required: • Installation of Hotfixes and Patches, up-gradation of software as and when desired for system functionality or as recommended by the Hardware/ Software OEM. • Bug fixing updates and modification of software/hardware to accommodate addition or deletion of system hardware.	
iii	Restoration of system operation after any failure using back-up data. Changing the system configuration, parameters and reorganizing disk space etc. if required	
B	The contractor shall confirm in writing, the names of the Maintenance Engineers & Support staff with complete contact details (address, email, mobile number, etc.). Any change in these contact details shall be intimated to AAI in advance.	

S. No.	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
C	Complaints shall be lodged to the Contractor for rectification and restoration of systems. The contractor shall ensure serviceability by periodic monitoring/ inspections, etc., and in case of any unserviceability shall take immediate corrective action. AAI Officer In-Charge or his authorized representative shall be informed of any scheduled and corrective maintenance and post- restoration of any unserviceable equipment/system/facility.	
D	In case of any breakdown, the contractor maintenance personal shall rectify the fault and restore the equipment and system to the satisfaction of the AAI Officer In-Charge within 24 Hours of reporting of the fault.	
E	After rectification, operation and performance of the system shall be checked and maintained to the satisfaction of the AAI Officer In Charge.	
F	The rates for the CAMC shall be inclusive of all spares and services.	
G	Contractor shall maintain sufficient inventory of spares to ensure compliance of terms and conditions of CAMC. Component level/card level maintenance shall have to be carried out by the contractor. It is therefore necessary that sufficient stock of spares is kept with the maintenance engineer of the contractor, so that un-serviceability can be attended by the method of replacement in order to have minimum down time.	
H	Contractor shall ensure periodic backup of systems. In case of malfunction or damage to the Programming/ Data due to any reason, the replacement, reprogramming and restoration shall be the responsibility of the contractor.	

S.N	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
I	The repairs/maintenance of equipment are to be carried out at site. In case of a defect in equipment/its accessories, necessitating major repairs at the service center of the contractor, the same may be taken to service center under intimation to the AAI Officer In- Charge by providing spares/standby equipment at site for operation. In such cases, all expenditure and arrangement to dispatch, repair and return of the equipment/sub-assembly shall be borne/carried out by the contractor. Penalty shall be levied for delay beyond the prescribed time in setting right the equipment. The original equipment has to be reinstated at site after the repairs have been carried out at service center at the earliest.	
J	Spares: All spares required for repairs and maintenance of the complete system shall be kept with the contractor. All critical spares required during CAMC shall be analyzed and necessary inventory kept at Site. However, the firm is required to maintain minimum inventory of critical spares.	
K	**Payment:** Comprehensive AMC charges shall be paid by AAI quarterly, after the completion of each quarter for the work done in previous quarter on production of bill and submission of service reports, duly signed by AAI Officer In-Charge / user. All the necessary recoveries / deductions for which firm has made themselves liable for, shall be deducted from the bills before releasing the payment. The payment shall be governed by the Govt. policies and any taxation applicable at source shall be deducted from the quarterly payment.	

S.N	Description	Statement of compliance (Bidder shall mark compliance acceptance) YES/NO
L	Penalty shall be levied for the delay, beyond the prescribed time under the scope in setting right the equipment. In case of partial/complete failure of the equipment (display, VW, server, switches, PCs/ controllers) on expiry of prescribed time limit, recovery shall be made @ 1% of the CAMC Annual maintenance charges, per week (part of the week shall be considered as one week) per site from the quarterly bill of the running quarter. However, if a suitable fully functional replacement is provided by the contractor in place of faulty equipment within prescribed time, no penalty shall be levied. The original equipment must be reinstated at site after the repairs at the earliest. The total penalty within the scope of this contract shall not exceed 10% of the Annual Comprehensive AMC value.	
M	In case the contractor fails to rectify the problem within 48 hours, he has to provide a standby part/accessories/item to provide the system back in Operation. Otherwise, AAI at its discretion shall get the faulty items repaired from other sources at the risk & cost of the CAMC service provider. In such an event AAI shall deduct a fine equal to the repair charges plus all other incidental charges on the repair from the Quarterly/running bill of CAMC.	
N	In case the contractor provides a standby, he has to service the original item within 15 days time & replace the same. Otherwise, the CAMC charges for that unit from the date of reporting the fault will be deducted from the Quarterly/running bill. In case the original item cannot be repaired, the Contractor has to provide an item of the same or better version to AAI & same has to be certified by the Authorized representative of AAI.	
O	In case no standby item is provided by the Contractor for any failure for more than 48 hours penalty per day will be calculated at the rate of 1% of the total per year CAMC charges for every unserviceable item from the Billed amount or from the Bank Guarantee/ Security Deposit. Time will be calculated beyond the turnaround time of 48 hrs.	

SECTION-XI

MAKE / MODEL OFFERED

- Bidder shall submit Data/ Technical specifications sheets as provided by OEM.
- Bidder shall read carefully all items' specification before mentioning Make, Models and price quote.
- Bidder shall provide the make & model as per specifications or for higher specifications.
- Bidder shall ensure not to provide low / unmatched / ambiguous specifications items.
- Bidder shall ensure offered make/ model of items from reputed manufacturers.
- Assembled/refurbished/ under-specifications offered Technical Bids are rejected out rightly, bids are not accepted for further process.

Sl. No.	DESCRIPTIONS OF ITEMS	MAKE (as per List of Preferred Makes vide SECTION – VII)	MODEL	Technical Datasheet shall be attached
1				
2				
3				
4				
5				
6				

Annexure –I

Unconditional Acceptance Letter
(To be given on contractor's letter Head)

To, Date:

Sr. Manager(E-E),
AIRPORTS AUTHORITY OF INDIA,
Trichy INTERANTIONAL AIRPORT,
Trichy– 620007

Sub: Acceptance of Terms & Conditions of Tender.
GeM BID NO: GEM/2026/B/7496044D
Name of Work: - SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from GEM Portal web site(s) namely: https://gem.gov.in as per your advertisement, given in the above mentioned web site(s).
2. I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I/ We hereby submitted that I/ We paid/ submitted the required earnest money as per NIT conditions.
6. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents are found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure -II

Power of Attorney Performa

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons who are signing this bid on behalf of the company)

POWER OF ATTORNEY

By this POWER OF ATTORNEY executed on _____, we, _____, a Company incorporated under the provisions of companies Act, 1956 having its Registered Office at_____ (hereinafter referredto as the 'Company') do hereby severally appoint, constitute and nominate ____, official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the 'Attorneys') to sign agreement and documents with regard GEM BID No……, Airports Authority of India, Trichy international Airport, Tiruchirappalli - 620007 for **"SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.**" and to do all other acts, deeds and things said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company.

AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things they said Attorneys shall lawfully do by virtue of these authorities hereby conferred. IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written by Mr._____Secretary of the Company/Authorized Signatory, duly authorized by the Board of Directors of the Company vide its resolution passed in this regard.

WITNESS

1.
2.

By order of the Board
For **Company Secretary/Authorized Signatory**

Attorney Signature 1._____
Attorney Signature 2._____
(Attested)
(_____)
Company Secretary/Authorized Signatory

Annexure-III

FORM OF PERFORMANCE SECURITY (GUARANTEE)
Bank Guarantee Bond
(On Non-Judicial Stamp Paper of Rs100/-)

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between …… [hereinafter called the said contractor(s)] for the work …… (hereinafter "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. …..... (Rupees ……..only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
We ……. (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs. …… (Rupees …… only) on demand by AAI.

2. We …… (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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 Rs. …….. (Rupees …… only).

3. We, the said Bank, further undertake to pay the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

   The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We…….. (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-In-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We…… (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We…… (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

8. This guarantee shall be valid upto ……. unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …….. (Rupees …… only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of

Dated this _____ Day of _____

Witness
1.
2.

For and on behalf of (The Bank)
Signaure _____
Name & Designation _____
Authorisation No. _____
Name & Place _____
Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India
Signature _____
Name _____
Designation _____
Dated _____
Note : * Date of validity should be schedule date of completion + Six months.

Annexure -III A

Format for Letter of undertaking from the Depositor to Bank

(To be submitted along with Security Deposit / Earnest Money / Performance Guarantee to Airports Authority of India)

(To be submitted in the Letter head of the firm)

The Branch Manager,
……..Bank,
…….

Sub: - My / Our Bank Guarantee bearing No……..dated ……. for amount……. Issued in favour of Airport Authority of India A/c……

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of **Security Deposit / Earnest Money / Performance Guarantee** on account of contract awarded / to be awarded by M/s Airports Authority of India to me / us.

I hereby authorized the Airports Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

Annexure -IV

Registration details of the Firm

1. Name of the Service Provider / Contractor :
2. Address with Tel. No., Fax No., E-mail :
3. Contact person's name :
4. EPF Registration Details :
5. ESI Registration Details :
6. PAN Details :
7. GST Registration Details :
8. Firm Registration Details :

Declaration

I/We hereby certify that the information furnished above is correct and true to the best of our knowledge. We understand that in the event of information being found false at any stage, the Agency will be black listed and will not have any dealing with the CMFRI, ICAR in future.

(Signature with Date of Authorized Signatory)

Annexure -V

Bank Account Details of the Firm
(On Firm's Letter Head)

To be filled by the Contractor

Name of Firm	:
PAN No	:
GST Registration No.	:
Name of Bank	:
Name of Branch	:
Complete Address of Bank	:
A/C No. of Beneficiary	:
Type of Account	:
Core Banking Account No. in Full	:
IFSC Coe of the Bank	:
TIN No.	:

Signature

Name of Authorized Signatory

Name & Address of the Tenderer Office Seal

Date:

Annexure -VI

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING
(To be given on Contractor's Letter Head)

Name of Work: "SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport."
GeM BID NO: GEM/2026/B/7496044D

I/We, ……., (name and post of authorized signatory) on behalf of ……. (Name of firm) do here by solemnly affirm and declare as follows:

(i) Our firm is not restrained/ debarred/ blacklisted by Airports Authority of India (AAI)/ Ministry of Civil Aviation (MoCA)/ Dept. of Expenditure (DoE), Ministry of Finance and the debarment/ blacklisting/ restrainment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).

(ii) None of Proprietor/Partners/Board Members/Directors of M/s……. (Name of firm) has remained Proprietor/Partner/Board Member/Director in any firm which stands debarred/blacklisted/restrained by AAI/MoCA/DoE and the debarment/ blacklisting/ restrainment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).

(iii) Our firm understands that if our firm either debarred before the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) or debarred before the date of contract by AAI/ MoCA/ DoE (Debarment applicable for all Ministries/ Departments), our bid is liable to be rejected at that stage.

(iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/blacklisting, restrainment, termination of the contract etc., as deemed fit.

Date:

[Signature and name of the
Place: authorized signatory of the firm]

ote: Above undertaking is to be given on company's letter head.

Annexure -VII

TO BE GIVEN IN CONTRACTOR'S LETTER HEAD

Undertaking for GST

Name of Work: SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.

I Mr./Mrs. _____ proprietor/partner/Director of M/s. _____ do hereby undertake:

1. That, My/Our concern is registered under GST and compliance of GST provision.

2. That, In case of noncompliance of GST provisions and blockage of any input credit, I/our concern shall be responsible to indemnify AAI.

3. That, all input credits have been passed on to AAI by me/our concern.

(Signature of the Contractor with seal)
Date: _____
Place: _____

Annexure-VIII

Performa for Original Equipment Manufacturer (OEM) or Authorization Declaration

(Note: Bidder shall provide OEM authorization declaration for all the offered products separately in declaration format)

To,
Sr. Manager (E E)
Airport Authority of India
Trichy International Airport
Trichy 620007

Name of Work: **SITC of SCCTV system at Cargo, OTB and Procurement of work station at Trichy airport.**

Subject : Declaration/Undertaking regarding Original Equipment Manufacturer (OEM) or Authorized Representative (AR)/Indian Agent (IA) of OEM Bidder

Sir,

I/We, _____(Manufacturer Name with Address) who are established and reputed manufacturer of _____ (Item Name) having factory at _____(Address).

1. I/We are participating in the tender as OEM.

OR

2. I/We do hereby authorize _____(Bidder Name with complete Address) to participate in this tender on behalf of M/s. _____(OEM).

I/We confirm that the quoted equipment have not been declared end of life as of date of this tender, and we shall supply our products as per published tender specifications and bid offer.

I/We also confirm to provide **6 (Six) years Warranty** and Post Warranty support for offered products, availability of product spares, sales, service and software as per this tender.

Thanking you,

Dated:

Yours faithfully,

Signature of the authorized signatory (OEM)
Name: _____
Designation: _____
Telephone No._____
Email ID: _____

Annexure – IX

FORM "A"

Details of Similar Works Successfully Completed During the Last Seven Years Ending On 30.05.2025

Sl. No	Details of Work	W-1	W-2	W-3
i	Name of work/ project and Location			
ii	Name and Address of client			
iii	Awarded Cost of work (in Rs. Lakhs)			
iv	Date of commencement as per contract			
v	Stipulated date of completion			
vi	Actual date of completion			
vii	Completion Cost/ Actual work done			
viii	Whether the work was done on back to back basis Yes/No			

SIGNATURE (S) OF BIDDER (S)
(WITH STAMP)

Note: The contractor should give list of only of eligible category works of requisite amount with supporting documents issued from client.

Annexure – X

FORM "B"

FINANCIAL INFORMATION

Name of the firm / contractor…….

1. Financial Analysis - Details to be furnished turnover on ~~construction~~ works with profit / loss as per figure in balance sheet account for the last three years duly certified by the Chartered Accountant as submitted by the applicant to the Income - Tax Department

Fig in lakhs Rs.

Sl. No.	Particulars	Financial Year (Last Three years)		
		2021-22	2022-23	2023-24
1	Turn-Over on Works			
2	Profit/loss after Taxes (standalone)			

2. Financial arrangements for carrying out the proposed work.

Unique Document Identification Number(UDIN)…….

Signature of Chartered Accountant with Seal SIGNATURE (S) OF BIDDER (S)

Annexure – XI

FORM "C"

Form for Certificate of Net Worth from Charted Accountant

This is to certify that as per audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/S..... (Name & registered address of Individual/ Firm/ Company), as on ..... (the date of certificate) is Rs .....after considering all liabilities. It is further certified that Net Worth of the company has not eroded by more than 30 % in last three years ending on 31st March……... (the relevant year)

Unique Document Identification Number(UDIN)…….

Signature of Charted Accountant

*****The relevant year shall be the financial year ending 31st March preceding the calendar year of bid submission or 31st March of the financial year preceding the previous financial year, if the balance sheet of the previous financial year has not been audited. Date and Seal

Annexure-XII

DOCUMENTS SUBMISSION CHECK-LIST
GeM BID NO: GEM/2026/B/7496044D

Sl No	Documents Details	Submission compliance (YES / NO)
1	Firm's Details.	
2	Firm's Bank Details.	
3	Compliance statement from bidder & OEM as per section-VI	
4	Make / Model Offered as per Section-XI.	
5	Firm Registration / Incorporation Certificate Copy.	
6	GST Registration Copy & PAN Copy	
7	Screenshot/PDF Copy/ Scanned Copy of Earnest Money Deposit of Value Rs. 1,00,017.00	
8	Unconditional Acceptance Letter as per Annexure-I.	
9	Power of Attorney as per Annexure-II	
10	Registration details of firm as per Annexure -IV	
11	Bank Account details of the firm as per Annexure -V	
12	Undertaking regarding debarment/blacklisting/ restrainment as per Annexure-VI	
13	Undertaking for GST as per Annexure-VII	
14	Authorization Letter from the following OEM as per Annexure-VIII	
	a) NVR & Cameras (from same OEM)	
	b) Access Points	
	c) Workstation	
15	Details of Similar Works Completed During The Last Seven Years as per Annexure-IX.	
16	Financial Information as per Annexure-XII	
17	Certificate Of Net Worth From Chartered Accountant as per Annexure-XIII	
18	Document submission checklist duly filled & signed as per Annexure - XIV	
19	Valid Registration certificate of MSMEs/ MSEs in similar activity	
20	Declaration for MSE units availing benefits of MSME	

Sl No	Documents Details	Submission compliance (YES / NO)
21	Scanned copy of Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs) – 2017 as per annexure –XV (LBS)	
22	Technical / Specifications Data Sheets (as provided by OEM) for Items Make, Model Offered. / Make in India documents as applicable.	
23	Make in India (MII) Local content declaration documents from OEM for Items.	
24	Signed Tender Document (All pages shall be signed & sealed)	
25. a.	Proof of Experience of Works with completion certificates.	
b.	Certificate issued by registered Chartered Accountant regarding experience criteria if experience certificate is from private parties	
26.1	Work No.1	**Bidder shall fill the below details & upload the relevant documents**
I	Name of client	
ii	Name of work	
iii	Stipulated date of completion	
	Completion cost	
	Work order/ Agreement no.	
	Copy of work order with BOQ	
	Whether work experience is from private clients, TDS certificate to be uploaded.	
	TDS Amount, if applicable.	
26.2	Work No.2	**Bidder shall fill the below details & upload the relevant documents**
	Name of client	
	Name of work	
	Stipulated date of completion	
	Completion cost	
	Work order/ Agreement no.	

Sl No	Documents Details	Submission compliance (YES / NO)
	Copy of work order with BOQ	
	Whether work experience is from private clients, TDS certificate to be uploaded.	
	TDS amount, if applicable	
26.3	Work No.3	**Bidder shall fill the below details & upload the relevant documents**
	Name of client	
	Name of work	
	Stipulated date of completion	
	Completion cost	
	Work order/ Agreement no.	
	Copy of work order with BOQ	
	Whether work experience is from private clients, TDS certificate to be uploaded.	
27	Latest 3 years Balance Sheet as of 31.03.2025. Copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the Bidder duly certified by a Chartered Accountant with UDIN TDS amount if applicable	
28	TURNOVER: Annualized average financial turnover equivalent to Rs. 11,80,196.00/- during last three financial years	**Financial Year (Rs in lakhs)**
		2023 – 2024
		2024 – 2025
		2025 – 2026
29	Financial bid to be quoted in GEM portal	

Annexure -XIII

DECLARATION (For MSME Units Only) (TO BE SUBMITTED IN ENVELOPE – I)

I_____on behalf of M/s _____hereby declare that _____

1. Our MSE Units (s) is/ are available benefits extended by MSME, Government of India to Micro and small Enterprises (MSEs) for the works_____invited vide bid no _____
2. Our MSE Unit(s) has/have not been awarded any work/supply under MSME benefit during the current financial year.

   (OR)

   Our MSME Unit(s) has/have been awarded work/supply for a total value of Rs.___(Rupees _____only) under MSME benefits as on date and same work(s)/supply is/are "In hand (progress)/Incomplete" during the current financial year. Further we confirm that the value of work(s)/supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the "Monetary Limit" mentioned in NSIC certificate.
3. Our firm is participating in this under MSE Unit or "OPEN BIDDER"

NOTE: Strike out the conditions in (2) or (3) whichever is not applicable. Decision on any discrepancy in this "DECLARATION" shall be at the discretion of AAI and shall be final and Binding.

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

Note: This is to be attested by a first-class Magistrate/Notary public on Non-Judicial stamp paper of Rs.100/-

ANNEXURE- XIV (LBS)

Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017

(Scanned copy to be submitted by Bidder in Cover-I on letter head of Company/Firm)

Name of Work: …….....

(GeM BID NO: GEM/2026/B/7496044D)

1. I am competent to swear this undertaking on behalf of M/s. **(Name of company / Firm)**

2. I have read the Order(s) on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order(s).

3. I certify that M/s **(Name of company / Firm) is not from such a country / is from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)**. I hereby certify that this BIDDER fulfills all requirements in this regard and is eligible to be considered **[Where applicable, evidence of valid registration with the Competent Authority is attached]**.

4. I understand that the submission of incorrect data and / or if certificate/ declaration given by M/s **(Name of company / Firm)** is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Procurement Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

[Signature and name of the authorized signatory of the firm]
with Rubber Stamp

Date:
Place:

Annexure-XV

SCHEDULE OF QUANTITIES

Name of Work: SITC of SCCTV Cameras at Cargo, Trichy International Airport.
GeM BID NO: GEM/2026/B/7496044D

NOTE: Bidder shall not to mention any rate/ amount in this document Rate / amount shall quote only in financial bid as per GeM portal.

ITEM NO	DESCRIPTION OF ITEM	QTY	UNIT	RATE	AMOUNT
1	Supply of 5 MP Bullet outdoor IP Camera as per the technical specification complete with box and all necessary accessories including suitable clamps to fix it on the wall along with required fixing arrangements etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	10	Nos		
2	Supply of 5 MP Bullet indoor IP Camera as per the technical specification complete with box and all necessary accessories including suitable clamps to fix it on the wall along with required fixing arrangements etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	18	Nos		
3	Supply of 32 Channel NVR with Network Interface with wireless mouse and keyboard compatible to Bullet type, Box type, Dome type, PTZ type cameras, Fisheye cameras with dewarping as per the technical specification etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	1	No		
4	Supply of 10TB HDD as per the technical specification and must be a globally reputed brand with suitable accessories for mounting it on the NVR etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	4	Nos		
5	Supply of POE Manageable Switch of 8 port as per the technical specification for SCCTV management system complete with all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	3	Nos		

ITEM NO	DESCRIPTION OF ITEM	QTY	UNIT	RATE	AMOUNT
6	Supply of POE manageable Switch 24 port for scctv management system complete with all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	2	Nos		
7	Supply of Single Mode Gigabit SFP module as per the technical specification along with all necessary accessories etc., complete as required.	4	Nos		
8	Supply of 55 inch LED Display as per the technical specification suitable for both movable floor mount table stand and wall mount fixed / swivel bracket type depending upon the site requirement along with all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	1	No		
9	Supply of CAT6 Outdoor 4 Pair Pure Copper UTP Cable as per the technical specification with upto date amendments etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	2440	Mtr		
10	Supply of 9U indoor rack with provision for fixing two nos 24 port network PoE switch with glass front lockable door, ventilated top cover, wall mounting clamp, 6 port copper & 6 port fiber patch panel with termination charges including all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	2	Nos		
11	Supply of LC-LC Type Single Mode Duplex Patch Cord (3M) including all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	4	Nos		
12	Supply & Laying of 25mm dia 'B' class PVC pipe as per the technical specification in surface/ recess including painting in case of surface conduit or cutting the wall and making good the same in case of recessed conduit along with all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	600	Mtr		

ITEM NO	DESCRIPTION OF ITEM	QTY	UNIT	RATE	AMOUNT
13	Supply of 1KVA On-Line UPS as per the technical specification operating in 230 volage, 50Hz, pure sine wave output, less transfer time, over load capacity, short circuit protection, over temperature protection along with all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	3	No		
`14	Supply of Single-Mode 6-Core armoured Optical Fibre Cable (Outdoor Type) as per the technical specification with up to date amendments including fixing & termination of IO, Conduit Laying & other related works as per site requirement etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	2800	Mtr		
15	Supplying and laying of 32mm dia DWC HDPE pipe ISI marked as per the technical specification along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete with fitting and cutting, jointing etc. direct in ground (45 cm below ground level) along with all necessary accessories etc. including excavation and refilling the trench but excluding sand cushioning and protective covering etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	1300	Mtr		
16	36 port copper & 6 port fibre patch panel with termination charges, closed PVC cable manager, 4 meter patch cord along with all necessary accessories etc., complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	2	Nos		
17	Splicing cost for the above works along with all necessary accessories etc., complete as required.	14	Nos		
18	Supply of HDMI cable (10 meter), wireless Mouse,Wire less Key board with all necessary accessories, as required.	1	No		
19	Supply of Field Termination Plug complete with all necessary accessories, as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	30	Nos		

ITEM NO	DESCRIPTION OF ITEM	QTY	UNIT	RATE	AMOUNT
20	Providing and fixing 40mm dia. G.I. Pipe 'B' class complete with G.I. fittings and clamps, including cutting and making good the road etc. complete as required along with all necessary accessories etc. for road crossing at site. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	108	Mtr		
21	Supply of RJ 45 jack complete with all necessary accessories, as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	60	Nos		
22	Installation testing commissioning of above items of SCCTV management system as per the site requirement complete with all necessary items /accessories required for effective working of the scctv management system etc. as required.	1	No		
23	Supply of Workstation PC with Specification: Intel Core i7 -14700 Processor, 32 GB DDR5 RAM (16X2), 512 GB SSD Hard Disk, S2425 HSM Dell Monitor, 500 Watt Power Supply, 8 GB RTX 4060 NVIDIA Graphics Card, Windows 11 Professional, 3Yrs Warranty Onsite, DVD -RW Not Bundled including all accessories etc. complete as required. (Make shall be as per the List of Preferred Makes vide SECTION – VII)	5	Nos		
24	All inclusive Comprehensive Annual Maintenance Contract charges for 03 years after completion of 02 years OEM warranty period except for item no 23				
i	1st year CAMC Charges	Year	1		
ii	2nd year CAMC Charges	Year	1		
iii	3rd year CAMC Charges	Year	1		
				Total (Rs.) Ex. GST	