

TENDER FEE: Rs.590/-



**भारतीय विमानपत्तन प्राधिकरण**  
**AIRPORTS AUTHORITY OF INDIA**  
**ऐटीएम विभाग /DEPARTMENT OF ATM,**  
**मन्गलुरु अंतर्राष्ट्रीय हवाई अड्डा /MANGALURU INTERNATIONAL AIRPORT**

**ई-निविदा दस्तावेज़/E-TENDER DOCUMENT**  
**(2 Cover Open Tender)**

**For**

**JOB CONTRACT FOR AIR TRAFFIC CONTROL OPERATIONS SUPPORT SERVICES AT MANGALURU INTERNATIONAL AIRPORT**

TENDER NO.: AAI/ML/ATM/OPS-32/OPS SUPPORT/2022

E-Tender ID.: 2022\_AAI\_135162

**E-Tender portal: <https://etenders.gov.in/e procure/app>  
(Government of India, Central Public Procurement Portal)**

Please read the tender documents carefully before submitting tender. Please read the following provisions with special care: -

1. Scope of Work (section- C)
2. Prices (Para 5 Section C, Special Conditions of Contract)
3. Checklist for e-bid (Annex VI)
4. Para 7,8,11,12 of NIT related to Tender fee and EMD (Page 5,6)

Tender Inviting Authority

Co-ordination In-charge  
Airports Authority of India  
Mangaluru International Airport  
Bajpe PO, Mangaluru  
Karnataka-574142



Certified that this Tender Document contains 107 pages numbered from 1 to 107



## INDEX SHEET OF TENDER DOCUMENT

Section	विवरण /PARTICULARS	PAGE
NIT	निविदा आमंत्रित करने की सूचना Notice Inviting Tender	3
E-Tender	ई-निविदा प्रक्रिया के लिए दिशानिर्देश /Guidelines for E-tendering Process	7
Section-A	सामान्य निर्देश और निविदा की शर्तें General Instructions & Conditions of the Tender	10
Section -B	□ नुबंध की सामान्य शर्तें /General Conditions of the Contract (GCC)	25
Section -B	□ नुबंध की शर्तें Conditions of the contract	30
Section-B	□ नुबंध के खंड Clauses of the Contract	32
Section-B	भारतीय विमानपत्तन प्राधिकरण सुरक्षा कोड Airports Authority of India Safety Codes	61
Section -B	एएआई ठेकेदार श्रम विनियम AAI Contractors Labour Regulations	65
Section -B	□ नुबंध I से XV / APPENDIX I to XV	70
Section B	□ नुसूचियों Schedules	90
Section -C	□ नुबंध की विशेष शर्तें Special Conditions of the Contract	93
<b>Schedule- A</b>	मूल्य □ नुसूची (नमूना BOQ) Price Schedule (sample BOQ)	<b>99</b>
Annexure-I	नियम और शर्तों की स्वीकृति /Acceptance of Terms & Conditions	100
Annexure-II	न काला सूचीबद्ध के लिए □ डरटेकिंग Undertaking for Not Black Listing	101
Annexure-III	न्यूनतम मजदूरी के भुगतान के लिए शपथ पत्र का प्रोफार्मा / Performa of affidavit for payment of Minimum wages	102
Annexure-IV	□ नुबंध समझौते के लिए प्रोफार्मा Performa for Contract Agreement	103
Annexure-V	ई-भुगतान के लिए बैंक खाता विवरण Bank Account Details for e-payment	105
Annexure-VI	ई-निविदा के लिए चेकलिस्ट Check list for the E-Tender	107



भारतीयविमानपत्तनप्राधिकरण  
**AIRPORTS AUTHORITY OF INDIA**

मंगलूरू अंतरराष्ट्रीय हवाई □ ड्डा

**MANGALURU INTERNATIONAL AIRPORT**

**ई-निविदा आमंत्रण सूचना/NOTICE INVITING TENDER**

**(खुली निविदा 2 लिफाफो मॉडल Cover Open Tender)**



ISO 9001:2008  
ISO 14001:2004  
OHSAS 18001:2007



TENDER NO.: AAI/ML/ATM/OPS-32/OPS SUPPORT/2022  
Date  
E-Tender ID.: 2022\_AAI\_135162

Item rate tenders in open tender two cover system are invited through the Government of India, Central Public Procurement e-tendering portal by Co-ordination In-Charge, Airports Authority of India, Mangaluru International Airport on behalf of The Chairman, Airports Authority of India from the eligible bidders for the **Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport at an estimated cost of Rs.14,26,359/- (Excluding GST) with period of completion one years , extendable for another one year on same terms and conditions.** The broad scope of the work given in Section C

Tender documents may be downloaded from CPP portal: <http://etenders.gov.in/eprocure/app> . (Government of India, Central Public Procurement Portal). And Airports Authority of India web site [www.aai.aero](http://www.aai.aero) (for reference only) as per the schedule as given in CRITICAL DATE SHEET as under

#### 1. Work.

Sl.No.	Name of Work	Estimated Cost (Rs.)	EMD (Rs.)	E-Tender Fee Including GST(Rs.)
1	<b>Job Contract for Air Traffic Control Operations Support Services at Mangalore International Airport</b>	14,26,359/- plus, GST	28,527/-	590/-

#### 2. Critical Dates.

Sl. No.	Activity	Date	Time in IST
1	Bid Document Sale Start Date	11.11.2022	16:00
2	Bid Document Sale End Date	26.11.2022	18:00
3	Clarification Start Date	11.11.2022	16:00
4	Clarification End Date	25.11.2022	17:00
5	<b>Last date and time for submission of duly completed E_Bids</b>	<b>26.11.2022</b>	<b>18:00</b>
6	Last date and time for submission of original Demand Drafts towards Tender fee & EMD	30.11.2022	11:00
7	Date and Time of opening Cover-01- Technical Bid	30.11.2022	11:00
8	Date and Time of opening Cover-02-Price Bid (BOQ)	06.12.2022	11:00



3. Time Period for completion of work: One year from the date of commencement of work **and it is extendable for another one year on same terms and conditions.** Work shall be commenced within 45 days from the date of issue of work order.
4. Eligibility Criteria
- 4.1 Bidders should have valid Registration/experience on the Date of Submission of bid through e-portal, in appropriate class of CPWD/ MES/ P&T/ Railways/ State PWD/ PSU/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata / Agency having experience in job contracts.
- 4.2 Should have Permanent Account Number (PAN).
- 4.3 Should have EPF Registration
- 4.4 Should have ESI Registration.
- 4.5 Should have valid GST Registration and filing GST returns for claiming ITC
5. Annualized average financial turnover: Bidder should have annualized average financial turnover of at least Rs 4,27,908/- during last three financial years, ending 31st March, as a proof of financial turnover, copy of abridged Balance Sheet along with Profit & Loss account of the bidder for last three years should be submitted.
- 6. Experience:**  
The bidder should have successfully executed in last seven years, orders for Job works meeting any one of the following criteria.
- One order of value more than or equivalent to Rs.11,41,087.00
  - Two orders each of value more than or equivalent to Rs.7,13,180.00
  - Three orders each of value more than or equivalent to Rs.5,70,544.00
- 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. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work
- 7. Tender Processing Fee.**  
Tender fee (Non –Refundable) of Rs.590/- (Rupees five Hundred and ninety only)(Including 18 % GST) will required to be paid in the form of Demand Draft drawn in favour of Airports Authority of India payable at Mangaluru from Nationalized or any scheduled bank (but not from co- operative or Gramin bank). The Hard copy of original instruments in respect of cost of tender document must be delivered to the ATS In-Charge, O/o ATS In-Charge, Airports Authority of India, Mangaluru International Airport, Bajpe P.O. Mangaluru-574142 and should be posted/ given in person to the concerned officials latest as specified in the Tender Document.
- 8. Earnest Money Deposit(EMD)**  
EMD of the Value of Rs.28,527- (Rupees twenty eight Thousand five Hundred and twenty seven only) shall be accepted offline only in the form of Demand Draft Drawn in favour of Airports Authority of India payable at Mangalore from a nationalized or any scheduled bank (but not from co-operative or Gramin bank).
9. The bidder who fails to submit the original DD towards Tender Fee & EMD if applicable before the stipulated time then their tender shall be rejected out-rightly. Any postal delay will not be entertained
- 10. Procedure for exemption of tender fee and EMD for NSIC/MSE registered firm.**



The following procedure is adopted for the bidders registered with NSIC/MSE.

- a. Bidders registered with NSIC/MSE are exempted from paying tender fee & EMD.
- b. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- c. The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered
- d. Bidders registered with NSIC/MSE shall upload valid NSIC/MSE registration Certificate online in Cover-1. During bid evaluation EMD exemption shall be granted to the NSIC/MSE registered firm. In case NSIC/MSE registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

#### 11. Benefits to micro & small enterprises (MSEs)

Exemption from paying tender fee & earnest money deposit

Micro and small enterprises (MSEs) – registered with district industries centers or khadi and village industries commission or khadi and village industries board or coir board or national small industries corporation or directorate of handicraft and handloom or any other body specified by the ministry of micro, small and medium enterprises as MSMED Act,2006 for goods produced and services rendered-shall be issued tender documents free of cost and shall be exempted from paying earnest money deposit (EMD).

(ii) Price preference

a) As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order,2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public

Procurement Policy MSEs Order, 2012.

- 1) District Industries Centers (DIC)
- 2) Khadi and Village Industries Commission (KVIC)
- 3) Khadi and Village Industries Board
- 3) Coir Board
- 4) National Small Industries Corporation (NSIC)
- 5) Directorate of Handicraft and Handloom
- 6) Any other body specified by Ministry of MSME (MoMSME)
- 7) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME.

b) In tender participating MSEs quoting price within the price band of L1 + 15 Percent, shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price, in a situation where L1 price is from someone other than a Micro and small enterprises such micro and small enterprises shall be allowed to supply upto 20 percent of total tendered value. In case of more than one such MSEs, the supply will be shared proportionately (to tendered quantity). Further out of 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to MSEs in non - availability of MSEs owned by SC/ ST entrepreneurs.

In case of tender item is non-splitable or no-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE.

- c) The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered.
- d) MSEs seeking exemption and benefits shall enclose a Notarized copy of valid registration certificate, giving details of such validity, stores/ services etc. in Cover -I, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.



- e) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME
12. The tendering process is online at Airports Authority of India Tenders in the Government of India, Central Public Procurement Portal, URL <https://etenders.gov.in/eprocure/app>.
13. \_ Tender documents shall be downloaded from CPP portal <https://etenders.gov.in/eprocure/app> (Government of India, Central Public Procurement Portal). Only one tender document shall be submitted by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity. Downloaded tender documents duly filled and digitally signed shall be submitted through E-tendering process described in above said portal along with the details of the non-refundable tender fee. Any amendment or corrigendum to the tender document shall be posted only on CPP portal and AAI website.
14. Clarification needed if any may be sought through the CPP portal. Bidders are advised to visit the CPP portal to get the details in this regard.
15. Worksite for the work is at Mangaluru International Airport
16. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI reserves the right to call off process of short-listing of bidders at any stage without assigning any reason.
17. AAI shall not be responsible for delay/loss/non-receipt of application/DD/tender document if bidder fails to upload tender in time

Sd/-  
Co-ordination In-Charge  
Airports Authority of India  
Mangaluru International Airport



## GENERAL E- TENDERING PROCEDURE GUIDELINES

### Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in/e procure/app>

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.



- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format 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 details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



## ASSISTANCE TO BIDDERS:

### CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk.

The 24 x 7 Help Desk Number 0120- 4200462, 0120-4001002, 0120-4001005, 0120-6277787

**Note-** Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4001005, 0120-4001002, 0120-6277787

E-Mail: [support-eproc@nic.in](mailto:support-eproc@nic.in)

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

3. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s).

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
- b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.
4. In case of any issues faced, the escalation matrix is as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	<a href="mailto:eproc@nic.in">eproc@nic.in</a>	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2.	Sanjeev Kr. Sr.manger(IT)	After 4 Hours of issue	<a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a> <a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a>	011-24632950, Ext-3523	0930-1800 Hrs. (MON- FRI)
3.	Sh Dharmendra kr Jt.GM(IT)	After 12 Hours	<a href="mailto:dkumar@aai.aero">dkumar@aai.aero</a>	011-24632950, Ext-3527	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 03 Days	<a href="mailto:gmitchg@aai.aero">gmitchg@aai.aero</a>	011-24657900	0930-1800 Hrs. (MON-FRI)

**\*The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**

5. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI (Vikas Bharti, Asst Mgr, 9910687042)**

**GENERAL INSTRUCTIONS & CONDITIONS OF THE TENDER****1. Purpose and Scope of Tender Document:**

- 1.1 Item rate e-tenders are invited by the Co-Ordination In-Charge, Airports Authority of India, Mangaluru international Airport for and on behalf of the Chairman, Airports Authority of India for the work mentioned in Scope of Work.
- 1.2 The works are required to be completed within the period as mentioned in Scope of work
- 1.3 This tender sets out the terms and conditions, general, operational and qualitative requirements to be met for Job Contract for Air Traffic Control Operations Support Services as per specifications given in Section-C of the tender Document.
- 1.4. This tender document includes requirements in respect of description of items, their quantities, dispatch & delivery schedules, support services etc.
- 1.5. AAI reserves the right to vary the quantities to the extent of 30%.
- 1.6. The bidder shall assume complete responsibility for the design and performance of the equipment / items/works to satisfy all technical and functional requirements as described in Tender document.
- 1.7. The tender must be valid for a minimum of 180 days from the date following the date of opening of Technical Bid.

**2. Tender Document :**

- 2.1. The tender document consists of three Sections. The bidder should go through all these sections (Section-A – General Instructions , Terms & Conditions, Section-B – General conditions of the Contract, Clauses of the contract, AAI contractors Labour Regulations Section-C – Special Conditions of the contract) of the tender document and must comply with each clause of all the three sections.
- 2.2. The instructions given in the tender document are binding on the bidder and submission of the tender will imply unconditional acceptance of all the terms & conditions by the bidder.
- 2.3. Deviations, if any, from the laid down requirements/ specifications shall be brought out separately in the deviation sheets to be attached with relevant section of the tender. The scanned copy of deviation sheet shall be uploaded along with the technical bid documents in E-Tender.
- 2.4. Each and every page of submitted tender document including technical documentation should be serially numbered & indexed.

**3. Address for Correspondence**

All completed tender documents and enquiries regarding clarification/interpretation should be uploaded on CPP portal before the date prescribed in Tender. A copy of enquiries regarding clarification/interpretation by fax/email to

**ATS IN-CHARGE**

**O/o ATS IN-CHARGE, Airports Authority of India,**

**Mangaluru International Airport, Mangaluru-574142.**

**Fax: 0824 2252427,**

**E-mail: voml.ats@aai.aero**

**4. Eligibility Criteria**

- 4.1 Bidders should have valid Registration/ experience on the Date of Submission of bid in appropriate class of CPWD/ MES/ P&T/ Railways/ State PWD/ PSU/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata / Agency having experience in job contracts.
- 4.2 Should have valid Permanent Account Number (PAN).
- 4.3 Should have valid EPF Registration
- 4.4 Should have valid ESI Registration.



- 4.5 Should have valid GST Registration and filing GST returns for claiming ITC
- 4.6 Bidder firm shall submit an undertaking as per Annexure-II stating its firm or its partners or its Directors have not been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/ World health Organization etc., or any Indian State/Central Governments Departments or Public Sector Undertaking of India.
- 4.7 AAI reserves the right to disallow issue of tender document to working agencies whose performance at ongoing project(s) is below par and has been issued letter of restrain / temporary / permanent debar by any department of AAI. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm, then AAI shall take the following action:
- Forfeit the entire amount of EMD submitted by the firm.
  - The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual /legal action.
- 4.8 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
- 4.9 **Annualized average financial turnover** : as given in Para 5 of Notice Inviting Tender
- 4.10 **Experience**: As given in para 6 of NIT
- 4.11 **Performance/Experience Certificate**:  
Bidder must submit performance/experience certificate in respect of the Job works claimed against experience as mentioned under Para 4.0. These certificates should be issued by the end user agencies for whom the works have been carried out and endorsed by the bidder. Such performance/experience certificates should clearly indicate the following:
- Value of order or contract,
  - Scope of order or contract.
  - Order or Contract No., Award date
  - Order or Contract Completion date.
  - That the work has been carried out satisfactorily without any complaints.
- 4.12 The scope of works in respect of works claimed against Para 4 above, should be substantiated by submission of appropriate documentation such as relevant portion of the contract.
- 4.13 Manpower contract for office works/ security jobs/ hiring of vehicles (on pro-rata basis if driver is included in the contract)/ trolley retrieval contract (on pro-rata basis for manpower engaged)/ Operation of Electrical/ civil / E & M installations shall be considered as Job works.
- 4.14 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. Firms showing work experience certificate from nongovernment / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work
5. Date of publishing of NIT in AAI site will be taken as reference for assessing the eligibility criteria.
6. Only one tender document shall be submitted by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity. No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids. Such bids shall be summarily rejected. Bidder firm shall submit an undertaking stating the same.
7. The bidder firm shall possess the required tools, plants, skilled manpower, etc. required for execution of the subject scope of work in the tender.



8. Any firm who wishes to sublet or outsource to any third party then it shall bring to notice of AAI in submittals to this bid itself. AAI may or may not agree or accept such intentions / proposals of out sourcing or subletting of scope of work in the tender.
9. Bidder firm shall also submit an undertaking that if any portion of the work is outsourced or subcontracted then it shall accept all AAI objections within the scope of work or shall change/ replace subcontractor if required by AAI and shall undertake work itself without any compensation
10. Concessions to the bidders registered with NSIC, shall be applicable as per the directives of Govt. of India.
11. **Purchase Preference to Public Enterprises**  
The Accepting Authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy of government of India on the date of opening of tender.
12. **Tender Processing Fee.**  
The tender fee is non-refundable. Bidders shall pay the tender fee in the form of Demand Draft in favor of Airports Authority of India, payable at Mangalore from a nationalized or any scheduled bank (but not from co-operative or Gramin bank) and download the tender form. The original DD shall be submitted through Registered/speed post/courier/ or in person to the address given below in para 10, so as to reach on or before the date and time specified above for submission of DD.
13. **Earnest Money Deposit (EMD)**
- Each tender shall accompany with the Earnest Money Deposit (given in NIT). Earnest Money Deposit shall be paid offline fee in the form of Demand Draft in favor of Airports Authority of India, payable at Mangalore from a nationalized or any scheduled bank (but not from co-operative or Gramin bank). The EMD and Tender fee should reach to The ATS In-Charge, O/o ATS In-Charge, Airports Authority of India, Mangaluru International Airport, Bajpe P.O. Mangaluru-574142.
  - The original DD shall be submitted through Registered/speed post/courier/ or in person to the above addressee, so as to reach on or before the date and time specified above for submission of Demand Drafts.
  - Tenders not submitted with original DD towards EMD and Tender Fee with in stipulated time shall be summarily rejected. Scanned copy of the details of the EMD and Tender Fee payment shall be uploaded along with Technical Bid documents.
  - No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner.
  - AAI is liable to return EMD amount subjected to terms and conditions of the Tender
  - All bank charges shall be to bidder's account.
  - Bidders shall provide to AAI requisite Bank Account details for return of EMD.
  - The EMD of the unsuccessful bidder shall be returned subjected to terms and conditions of the Tender, on award of contract to successful bidder and EMD of bidder who are not qualified in initial eligibility requirement or Technical qualification, EMD shall be refunded after Pre-qualification/Technical evaluation.
  - If any successful shortlisted bidder, due any unsatisfactory reason in view of AAI, does not want to further participate in the tender then EMD in any form of such bidders shall be en-cashed and forfeited.
  - If due some reason AAI cancels this tender then EMD of all bidders without any interest shall be returned back.
  - Refund of EMD of unsuccessful bidders who fail to qualify the eligibility / technical stage shall be initiated within minimum 7 days of their rejection. For all bidders who qualify and their financial bids are opened the refund of EMD of all unsuccessful bidders shall be processed within minimum 7 days of award of work.
14. **Procedure for exemption of tender fee and EMD for NSIC/MSE registered firm.**  
The following procedure is adopted for the bidders registered with NSIC/MSE.
- Bidders registered with NSIC/MSE are exempted from paying tender fee & EMD.
  - The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.



- c. The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered
- d. Bidders registered with NSIC/MSE shall upload valid NSIC/MSE registration Certificate online in Cover-1. During bid evaluation EMD exemption shall be granted to the NSIC/MSE registered firm. In case NSIC/MSE registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

**.15. Benefits to micro & small enterprises (MSEs)**

- a) As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- 1) District Industries Centers (DIC)
- 2) Khadi and Village Industries Commission (KVIC)
- 3) Khadi and Village Industries Board
- 3) Coir Board
- 4) National Small Industries Corporation (NSIC)
- 5) Directorate of Handicraft and Handloom
- 6) Any other body specified by Ministry of MSME (MoMSME)
- 7) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME.

- b) In tender participating MSEs quoting price within the price band of L1 + 15 Percent, shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price, in a situation where L1 price is from someone other than a Micro and small enterprises such micro and small enterprises shall be allowed to supply upto 20 percent of total tendered value. In case of more than one such MSEs, the supply will be shared proportionately (to tendered quantity). Further out of 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to MSEs in non - availability of MSEs owned by SC/ ST entrepreneurs.

In case of tender item is non-splitable or no-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE.

- c) The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered.
- d) MSEs seeking exemption and benefits shall enclose an Notarized copy of valid registration certificate, giving details of such validity, stores/ services etc. in Cover -I, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- e) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME

16. Tender documents shall be downloaded from CPP portal <https://etenders.gov.in/eprocure/app> (Government of India, Central Public Procurement Portal). Downloaded tender documents duly filled and digitally signed shall be submitted through E-tendering process described in above said portal along with the details of the non-refundable tender fee. Any amendment or corrigendum to the tender document shall be posted only on CPP portal and AAI website

17. The Cover-01- Technical bid and Cover-02 –Price Bid will be opened as prescribed date and time given in point no. 2(critical dates) of Notice inviting Tender for the vendors found to be meeting the eligibility criteria which will be intimated through CPP portal.

**18. Tendering Procedure**

- 18.1 Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil (as far as is practicable), the form and



nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T & P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labours etc., and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

- 18.2 Submission of a Tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done local conditions, local material rates and other factors having bearing on the execution of the works.
- 18.3 Tenders shall be uploaded by bidder upto the date and time as mentioned Critical Dates in NIT and shall be opened on the date and time as mentioned therein.
- 18.4 Tenders once submitted/uploaded shall be final and no amendment thereto shall be permitted. One bidder shall submit only one tender.
- 18.5 E-Tender shall consist of Two Bid Process, Cover-1& Cover-2. The contents of Cover-1 & Cover-2 are listed hereunder
- 18.6 Cover-1. Technical bid document shall be uploaded with
- 18.6.1 Copy of Demand draft submitted towards Tender Fee.(original shall be submitted to ATS In-charge as per schedule)
- 18.6.2 Copy of Demand draft submitted towards EMD.(original shall be submitted to ATS In-charge charge as per schedule)
- 18.6.3 ~~Notarized~~ copy of valid registration certificate of NSIC/MSE registered shall be submitted for tender Fee/EMD exemption in case of NSIC/MSE .(original shall be submitted to ATS Incharge as per schedule)
- 18.6.4 Unconditional acceptance of tender conditions (Annexure- I).
- 18.6.5 Copy of Permanent Account Number (PAN).
- 18.6.6 Copy of GST Registration valid for filing GST returns for claiming input Tax credit (ITC).
- 18.6.7 Copy of valid EPF Registration details
- 18.6.8 Copy of valid ESI Registration details.
- 18.6.9 Submission Affidavit for payment of minimum wages
- 18.6.10 Certification on relatives/employees not related to AAI officials.
- 18.6.11 Bidder firm shall submit/up-load an undertaking as per Annexure-II stating its firm or its partners or its Directors have not been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/ World health Organization etc., or any Indian State/Central Governments Departments or Public Sector Undertaking of India.
- 18.6.12 Certified Testimonial / Certificates in support of Experience: Bidder must upload performance/experience certificate in respect of the works claimed by the bidder for meeting the eligibility criteria. These certificates should be issued by the end user agencies for whom the works have been carried out and endorsed by the bidder. Certified English translation shall be enclosed if language is other than English Such performance/ experience certificates should clearly indicate the following:
- Value of order or contract,
  - Scope of order or contract,
  - Order or Contract Number and Award date
  - Order or Contract Completion date.
  - That the work has been carried out satisfactorily without any complaints.
- 18.6.13 Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of Annualized average financial turnover during last three financial years ending 31<sup>st</sup> March of previous year.



- 18.6.14 Non submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender document may result in rejection of tender submitted by the bidder.
- 18.6.15 Tenders shall accompany Tender fee details and EMD details Tenders not accompanied by the requisite valid EMD or Tender Fee or NSIC/MSE registration details (as applicable) in Technical Bid shall be rejected. Non submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender document shall result in rejection of tenders.
- 18.6.17 Terms and conditions if any, related to Price Bid. Deviations if any from the laid down requirements of this tender shall be prepared indicating the para no. page no of the Tender document.
- 18.6.18 Non submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender document may result in rejection of tender.
- 18.6.19 The vendor shall scan and upload the above documents in Sl. No. 18.6.1 to 18.6.18 in CPP portal for Technical Bid. The documents shall be digitally signed.
- 18.6.20 Original documents submitted online at CPP portal during technical bid submission shall only be accepted for verification.
- Note. The DD for tender fee, EMD-shall be submitted in Original to ATS In-charge on or before the time specified in Notice Inviting Tender.
- 18.7 **Cover-2 BOQ (Price Bid)** will contain the following:
- 18.7.1 Price Bid shall be submitted as per the format given in Cover-2 BOQ Bid folder in CPP Portal. The Sample Price Schedule is attached as Schedule-A.
- 18.7.2 The estimate, however, is given merely as rough guide
- 18.7.3 The price bid has been given as a standard BOQ format with the tender document in CPP portal, 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 Blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 18.7.4 AAI shall pay the taxes and duties indicated in (Schedule-A) BOQ. Nothing extra shall be paid by AAI on account of non-inclusion of any cost component for the purpose of calculating taxes.
- 18.7.5 The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used. In the event of any discrepancy, the unit price quoted in words will be taken as the correct basis.
- 18.7.6 In case of item rate tender, only rates quoted shall be considered. Bidder shall quote the rates in figures as well as in words (In English language only). The rates quoted in figures shall be in International numerals and whole numbers. The amount for each item shall be worked out and the all requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only. The Total Amount shall be written both in figures and in words.
- 18.8 That if on checks there are differences between the rates given by the contractor in words and figures or in amount worked out by him, the following procedures should be followed:
- 18.9 When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor, should be taken as correct.
- 18.10 When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words should be taken as correct.



- 18.11 When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor should be taken as correct and not the amount.
- 18.12 In case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below / above the rates entered in the schedule. In such cases, in the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should be taken into account.
- 18.13 If agency fail to quote the rate in word & in figure and amount (both) the same shall be assume to be included in the total tendered amount.
- 18.14 All applicable taxes, duties, levies, viz. turnover tax/contract tax/octroi/ royalty/ Construction Employee Welfare Cess/TDS, Excise or any other duty levied by Custom Authorities in respect of import or any materials or any other tax on material, labour, services or contract in respect of this work contract including payment to local/Govt./Statutory authorities shall be payable by the contractor and Airports Authority of India will not entertain any claim whatsoever in this respect. Construction Employee Welfare Cess will be deducted at the time of making payment of running account bill as per prevailing rates of the respective states. Nothing extra will be paid by AAI in this respect
- 19 Currency of quotes and other details regarding pricing :
- 19.1 The Price Shall be quoted in Indian Rupees only.
- 19.2 Only price bid in the Format indicated in CPP portal shall be considered for the purpose of Evaluation.
- 19.3 In case of any missing information on the above, the bid is liable to be rejected.
- 19.4 It may be clearly understood and noted that in Price Bid of the tender document is for pricing alone. No condition, whatsoever, should be stipulated in this part. Everything that the bidder has to say, regarding tender, other than pricing should be stated only in Technical Bid of the tender. If any conditions are stipulated in the Price Bid of the tender, the tender is liable to be rejected.
- 19.5 All changes, alterations, corrections in the bid shall be signed in full, with date, by the person(s) signing the bid. Erasure and/or overwriting on correcting fluid are not permissible.
- 20 Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
21. The Accepting Authority for the Tender shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.
22. In case of item rate Tenders only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Tenderers which propose any alteration in the works 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.
23. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
- a. **A responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
- b. A major modification is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI as required



in the specifications and contract documents. Any modification in the terms and conditions of the tender which are not acceptable to AAI shall also be treated as a major modification.

- c. A Bidder shall submit a responsive bid, failing which his Tender will be liable to be rejected
  - d. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
  - e. A tender is determined as not responsive, if tender is submitted incomplete, annexure are not filled up, unconditional acceptance letter, power of attorney, and integrity pact not found in proper form, such tenders are liable to be rejected by AAI.
  - f. Once the tenderer has given unconditional acceptance to AAI's tender conditions in its entirety, he is not permitted to put any remarks(s)/condition(s) except unconditional rebate on quoted rates, if any in/along with tender enclosed in Financial Bid. All rates shall be quoted in the price bid section (Cover –II)
  - g. In case the condition 23(f) mentioned above is found violated after opening Technical Bid, the tender shall be summarily rejected and AAI shall, without prejudice to any other remedy, be at liberty to forfeit earnest money.
  - h. Only those tenderers who are meeting the eligibility criterion spelt out in Notice inviting tender and their Cover-I is accepted by AAI their Cover-II shall be opened. The Pre-qualification documents of Technical Bid documents will be examined and their techno-commercial bid shall be evaluated to determine whether they are complete, meets tender requirements, free from computational errors, whether the data have been properly filled up, and whether the requisite documents as detailed have been submitted in conformity to the Tender specifications, drawings and conditions.
  - i. In case tenderer submits manufacturer's technical catalogue in the Technical Bid the same will be considered only for reference. Hence tenderer shall fill up the technical data with due care.
24. The Tender for works shall remain open for acceptance for a period of 180 days from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
25. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Coordination-In-Charge or his authorized representative shall be communicated Coordination-In-Charge to the or his authorized representative.
26. If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
- a) Forfeit the entire amount of EMD submitted by the firm.
  - b) The agency shall be liable for restrained from tendering in AAI, apart from any other appropriate contractual/legal action.
27. Last Date and time of Submission of E-bids (Cover I & II) : Prescribed date and time given in point no. 2(critical dates) of Notice inviting Tender.

**28. MODE OF SUBMISSION OF TENDERS:**



Tenderer should download the Tender Document or any other file or "Amendments/Corrigendum" which are uploaded in the CPP-tendering portal and fill up the required information and upload the same after signed, sealed & digitally signing well in time along with authorization letter /power of attorney, if any, required in CPP-tendering portal. If files were found to be uploaded in sections other than specified above, tenders will be summarily rejected. Tender for the work shall be submitted online through CPP portal <http://etenders.gov.in/eprocure/app> in open tender Two Cover system..

**1.Cover-I:-** It should contains Scanned copy of DD against tender fee & EMD, scanned copy of valid registration certificate of MSE's in case of fees exemption, Unconditional Acceptance letter & affidavit for payment of minimum wages and documents in supports of qualifying requirement of contractor/ firm as mentioned in NIT. However original DD against tender fee & EMD shall be submitted physically to the tendering authority within prescribed date & time.

**2.Cover-II :** The Financial Bid through CPP portal only.

- (i) The financial bids of the contractors / firms found to be meeting the qualifying requirements of NIT, fulfilling criteria of technical bid, submission of requisite EMD, Unconditional Acceptance of AAI's Tender conditions, Submission of affidavits within the prescribed date & time shall only be opened as per e-NIT.
- (ii) All rates shall be quoted in the format provided and no other format is acceptable .If the price bid has been given as a standard BOQ format 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 colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (iii) 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 contractor 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.
- (iv) All rates shall be quoted online in the CPP portal in Indian Rupees only in the Cover-II (Price Bid Folder).
- (v) AAI does not give any concessional forms / certificates / permits towards any taxes, duties & other levies like sales tax / VAT, entry taxes etc.

### 30. Clarifications:

- 30.1. If the bidder has any query related to the Tender Document of the work they should use 'Clarification' tab in CPP-tendering portal to seek clarifications. No other means of communication in this regards shall be entertained. Last date and time for making query is as mentioned in NIT.
- 30.2. If any clarification is needed by AAI from the bidder about the deficiency in his uploaded documents in Cover – I and Cover-II, they will be asked to provide it though CPP-tendering portal. The bidder shall upload the requisite clarification/documents within specified time of receipt of such request from AAI, failing which tender will not be considered for the subsequent stages.
- 30.3 Once the bidder has submitted the digitally signed documents as per NIT along with unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/ conditions(s) in / along with the Tender Document



30.4 In case condition 30.3 above is found violated, the tender shall be rejected.

### 31. FORMATS AND SIGNING OF BID

- (i) The e-Bid shall be digitally signed by the bidder at CPP portal duly authorized to bind the bidder to the contract. Written power-of-attorney in proper format accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall sign all pages of the bid, except for printed literature. The bids submitted shall be in proper readable format, encrypted as per CPP portal requirements. Standard Printed

### 32. Bids Opening Process :

- (i) Cover-1: - Containing documents (uploaded by the contractors/firms) shall be opened as per schedule.
- (ii) Technical Bids of bidders shall be scrutinized by AAI to ensure whether the same are in conformity with the eligibility, operational requirement & technical specifications. Bidder should provide complete information to substantiate compliance of the technical specifications listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars, description and details while submitting the bid.
- (iii) AAI may seek clarifications on technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the evaluation will be done on the basis of the information available. In case of E-Tender, Such queries raised on-line on CPP portal shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.
- (iv) The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors/firms through CPP portal.
- (v) The Cover-2 price bids of the contractors/ firms found to be technically qualified shall be opened on acceptance of Cover-1. Date and Time of opening of Price bid shall be notified to successful bidders through CPP Portal.
- (vi) No correspondence shall be entertained from the bidders after opening of Price Bid of the Tender unless called by AAI. Date of acceptance and opening of tender can be extended on sole discretion of the tendering authority,

### 33. Comparison and Evaluation of Tenders :

- (i) The tenders received and accepted will be evaluated by AAI to ascertain the complete scope contained in the tender document. The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and meeting the Technical requirements defined in Section "C".
- (ii) In the evaluation of tenders, the overall quality and economy of the system offered will be kept in view. Such offers which necessitate, additional expenditure required to be made by AAI may have to be loaded to make the offer compatible with the tender document requirement.
- ~~(iii) At no cost to AAI, as a part of Technical Evaluation, bidders participating in this tender may be required to demonstrate operational and maintenance requirements, at a location considered fit by bidder in consultation with AAI.~~
- (iv) Tenders meeting Technical bid criteria as specified herein shall only be considered for opening and evaluation of Price bid. Acceptance and Rejection of the Technical Bid will be informed through CPP portal only.



- (v) The tenders found technically acceptable shall be compared on the basis of price quoted by the bidders for the entire scope of proposal. The amount indicated in the pricing schedule (Schedule-A) will only be taken for price comparison. All the tenders will be evaluated for the cost of equipment, accessories and expenditure **Cover – I(Pre Qualification /Technical Bid Folder)**: : Cover-I shall be opened as mentioned on page E-NIT. The intimation regarding acceptance/rejection of their bid will be intimated to the contractors/firms through CPP-34 **Award of Contract**
- (i) Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The Contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
- (ii) The acceptance of the tender will be intimated to the successful bidder by issuing letter of intent. On receipt of letter of intent successful bidder shall send unconditional acceptance of letter of intent to The Coordination In charge, Airports Authority of India, Mangaluru International Airport, Mangaluru-574142 within Five working days of issue of letter of intent through Fax/ Courier / by authorized representative or as deemed appropriate, failing which it should be constituted that he is not interested in the offer and hence not accepted the letter of intent unconditionally.
- iii. AAI shall issue the work order to successful bidder on receipt of acceptance of letter of intent. Successful bidder shall return one copy of work order within seven working days as a confirmation to acceptance of terms and conditions of purchase order duly signed by him on each page of the order.
- (iv)The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15 days from the date of award of work sign the contract agreement (Annexure-IV) shall be drawn on non-judicial stamp paper of value as applicable for Karnataka State consisting of Notice inviting Tenders, General conditions of contract, special/additional condition, General and technical specifications, Tender conditions as issued at the time of.
- (v) AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding
35. All applicable taxes, duties, levies, viz. GST/ turnover tax/contract tax/octroi/ royalty/ Construction Employee Welfare Cess/ Excise or any other duty levied by Custom Authorities in respect of import or any materials or any other tax on material, labour, services or contract in respect of this work contract including payment to local/Govt./Statutory authorities shall be payable by the contractor and Airports Authority of India will not entertain any claim whatsoever in this respect. Construction Employee Welfare Cess will be deducted at the time of making payment of running account bill as per prevailing rates of the respective states. Nothing extra will be paid by AAI in this respect.
36. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
37. Rates to be quoted in the portal, upto two decimal places only. In case no rate has been quoted for any item / items, it will be presumed that the contractor has included the cost of this / these item(s) in other item(s) and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. Bill of Quantities (BoQ) in the form of excel sheet will be uploaded in the portal.



### 38. Rejection of Tender

(i) Airports Authority of India reserves the right to reject any or part of tender without assigning any reason. The documentation submitted by tenderers shall not be returned. AAI also reserves the right at its sole discretion not to award any order under this tender call. This decision does not commit AAI to pay any costs or loss incurred directly or indirectly what so ever.

(ii) Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. If the tenderer deliberately gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely. AAI reserves the right to debar such bidders to participate in future Tender

(iii) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

(iv) Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.

(v) No correspondence shall be entertained from the tenderers after the opening of Price bid of the tender unless called by AAI.

(vi) Tenders with incomplete / ambiguous details are liable to be rejected without seeking any further clarification.

(vi) The information contained in the tender should be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected

(vii) Should a bidder have a relation or relations employed in the capacity of an officer of AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money Deposit

39. After unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/along with the Tender Document. In case, this provisions of the tender if found violated after opening of tender, the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money deposit.

40. All work proposed in the contract were notified in a form of 'e' – tender document digitally signed by the officer inviting tender. 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 application, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.

41. Any person who submits an 'e' – tender shall follow the customized format of e-portal to submit their rates, stating at what rate he is willing to undertake each item of the work. 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.

a. The rate(s) must be quoted in decimal coinage. The e-portal shall self-generate total amount for each item individually on the respective display sheets.



- b. The officer inviting tender or his duly authorized representative will open tenders in the 'e' – tender portal, and the e-portal system shall self generate a comparative statement in a suitable form. In the event of a tender being accepted, the earnest money shall thereupon be treated as part of security deposit. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
42. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents or other records connected with the work given to them.
43. All rates shall be quoted on the E-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 that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to 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.
- 44. Performance Guarantee/Security Deposit :**
- (i) The contractor, whose tender is accepted, shall furnish performance guarantee by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the work order value towards the contract. The contractor, shall authorize AAI to deduct a sum at the rate of 10% of gross amount of each running bill till the sum along with sum already deposited as EMD will amount to Security Deposit of 10% of the work order value.
- (ii) Performance Guarantee will also be accepted in form of Performance Bank Guarantee of Nationalized Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed
- iii The Security deposit / Performance bank guarantee will be returned without interest to the successful bidder after three months on successful execution of the of the contract.
- 45. SUBMISSION OF BANK GUARANTEE**
- a. The bidder, whose tender is accepted, shall within 30 calendar days of the issue of work order, shall submit unqualified performance guarantee of 10% (Ten Per Cent) of the Work Order value to AAI in the form of an irrevocable and unconditional bank guarantee, on a Nationalized / Scheduled Bank, as per Proforma attached as Appendix-IX.
- b. The Performance Guarantee shall be valid for 180 days beyond the contract period or shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be en-cashed by AAI with or without notice.
- c. The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable
- d. The agency shall advise the branch of the bank issuing bank guarantee to send the original Bank guarantee directly to the Airports Authority of India (AAI) under Registered Post (A.D). However, in exceptional cases, where the guarantee is to be handed over by agency to the AAI for any genuine reasons, the branch shall immediately send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order.
- e. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional/ Controlling Branch of the issuing Branch in a suitable space in the Bank Guarantee. The A.D card shall be kept with relevant guarantee. The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the concerned Bank Branch, for confirmation of having issued the guarantee, Branches must send the confirmation letter to the concerned authorities promptly without fail
- 47 Execution of Works.



Work Site: New ATS Building, Near Old Airport, Bajpe, Airports Authority of India, Mangaluru International Airport

The works shall be carried out under the supervision of the ATS In-charge, AAI, Mangaluru International or the nominated project officer as the case may be, according to the terms and conditions of the contract.

#### 48. FORCE MAJEURE

a) AAI may grant an extension of time limit set for the completion of the each milestone as in Section C in case the timely completion of the work is delayed by force majeure beyond the AAI/bidder firm 's control, subject to: 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 three to ten continuous days) at purchaser sites or bidder firm manufacturing premises etc.. The bidder firm has right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

1. That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion of the milestone, the bidder firm informs the AAI in writing that the bidder firm considers himself entitled to an extension of the time limit.
2. That the bidder firm produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
3. That the bidder firm proves that the said conditions have actually been interfered with the carrying out of the miles stones of Contract.
4. That the bidder firm proves that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the bidder firm for any relaxation or to any compensation of damage or loss suffered.

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#### 49. LIQUIDATED DAMAGES

a) In case of delay in execution of the contract or delay in supply of manpower as per requirements of AAI, liquidated damages (L.D.) shall be levied as detailed in section B& C of this document.

b) AAI, if satisfied, that the works can be completed by the bidder firm 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 L.D.

c) 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 firm an agreed compensation amount as per the tender para/clause



**SECTION B**

**GENERAL CONDITIONS OF  
CONTRACT**



## AIRPORTS AUTHORITY OF INDIA

### General Rules and Directions

1.	<p>All work proposed for execution by contract are notified in a form of invitation to tender pasted in public places /NIC CPP Portal and signed by the officer inviting tender or by publication in Newspapers and posted on AAI web-site and NIC CPP Portal <a href="http://etenders.gov.in">http://etenders.gov.in</a> and <a href="http://www.aai.aero">www.aai.aero</a> (for reference only).</p> <p>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.</p>
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 proforma 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.	<p><b><u>Applicable for item Rate Tender only (D.E.-8)</u></b></p> <p>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.</p> <p>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.</p> <p>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 the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Coordination In Charge/ Jt. GM (ATM)/ DGM (ATM)/ AGM (ATM)/ Sr. Manager (ATM) in-Charge of major and minor component(s) work and the lowest contractors those have quoted equal amount of their tenders.</p>
4(A)	<p><b><u>Applicable for Percentage Rate Tender only: Clause not applicable</u></b></p>
5	<p>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.</p> <p>In the event of a tender being rejected, the earnest money shall thereupon be returned to the</p>



	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 authorized 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..
9A	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.	<p><b><u>Applicable for Item Rate Tender Only.</u></b></p> <p>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,</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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 item(s) shall be derived from the amount(s) quoted by the contractor against such item(s).</li> <li>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.</li> <li>Sub para I to iv shall not be applicable in case of e-tendering.</li> </ol>
10(A)	<b><u>Applicable for percentage rate tender only .: Clause not applicable</u></b>
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.	<p><b><u>Applicable for Item Rate Tender only.</u></b></p> <p>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 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 'Paaise' 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.</p>



12(A)	<b>Applicable for percentage rate tender only.: Clause not applicable</b>
13.	<p><b>Acceptance of abnormally low quoted bid (Capital &amp; Revenue Expenditure contract)</b></p> <p>Wherever the price of the lowest bidder is lower than the justified cost by more than 25%, lowest bid can be termed as Abnormally Low Quoted Bid (ALQB). Processing of such bid shall be as follows:</p> <ol style="list-style-type: none"> <li>i) All such items which are more than 25% below the justified rate shall be terms as ‘Abnormally Low Quote Items (ALQI)’ and these items shall be identified by the Bid Processing Manager.</li> <li>ii) The Bid Processing Manager shall take approval of the accepting authority to seek clarification from the lowest bidder.</li> <li>iii) The lowest bidder has to submit justification of their price either in NIC portal, if possible, or through a separate letter along with analysis of rates for all such ALQI.</li> <li>iv) On receipt of clarifications, a committee comprising of officials from CNS, Finance and other related directorates, to be decided by the ED(ATM)at chq level and RED at regional head quarter level, shall analyze the bidder’s justification and shall give their recommendation to accept or reject the bid. The recommendation of the committee can be accepted by the authority next higher to the officer competent to accept the tender as per the Delegation of Powers. However Chairman shall have the full power. Reasons for such acceptance/rejection shall be on record.</li> <li>v) On decision to accept the tender, the bidder shall be asked to submit a bank guarantee for all such “ALQI”, amounting to 10% of the difference between the 75% of justified cost and the cost quoted by the bidder. This bank guarantee shall be termed as Quality Protection Bank Guarantee (QPBG) and shall be over and above the other normal bank guarantees and shall be valid up to the defect liability period.</li> <li>vi) In case of Percentage Rate Tenders, Bank Guarantee shall be asked for 10% of the difference between 75% of the estimated cost and the correspondence cost worked out on the basis of percentage quoted by bidder.</li> <li>vii) This QPBG for any tender shall be a fixed amount as one time measure and will not vary at any stage during the currency of the work or contract.</li> <li>viii) In case of labour intensive ALQB like MESS, Annual Maintenance Contract for supply of labors, Operation &amp; Maintenance Contract and other similar works, contractor shall transfer / deposit salary of the individual worker to their bank account which should be linked with AADHAR card and a statement to be submitted to AAI.</li> </ol>
13A	In case the contractor does not carry out the work on ALQ items as per schedule or as per NIT specifications, the ATS-in-charge shall issue a letter to the contractor to comply its obligations as per NIT, for ALQ items. ATS-in- charge shall also give one reminder after 10 days of 1 <sup>st</sup> 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.
14	<ol style="list-style-type: none"> <li>i. The bidder, whose tender is accepted, will be required to furnish performance guarantee of 10% (Ten Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Performance Bank Guarantee of any Scheduled Bank but not co-operative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed.</li> <li>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 10% of the contract amount of the work.</li> <li>iii. In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted.</li> <li>iv. The Security deposit (under ii &amp; 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.</li> <li>v. Security deposit will also be accepted in form of Performance Bank Guarantee of any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.</li> </ol>
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 ATS-in- Charge shall be communicated in writing to the ATS-in-Charge.
16	1. All Tendered rates should be inclusive of all taxes including GST. Wherever supplies/services



	<p>involve imports, the same should be identified separately. Basic Custom Duty will be paid by AAI by utilizing EPCG license/duty scrip under SEI scheme of GOI. GST shall be paid to bidder for any taxable supply/services against a valid Tax Invoice.</p> <p>2. The bidder is required to provide Tax type and Tax percentage in all bids other than that of civil works.</p> <p>3. In case of composite works having component of SITC items, such as Electrical &amp; Mechanical Installation, Airport System. Security, IT, Furniture etc should be identified separately with value of goods and services, Tax Rate, amount of Tax so as to enable AAI to claim Input Tax Credit on such items.</p> <p>4. In case of change in rate of Tax or any provision relating to levy of Tax resulting in increase in burden of Tax on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of Tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of Tax</p>
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	DELETED as per amendments /Errata on AAI GCC 2017
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 (ATM) 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. <b>Note:</b> In such case para 23 below may be deleted by NIT approving authority.
23	Clause not applicable. <span style="float: right;">■</span>



## CONDITIONS OF CONTRACT

### Definitions:

1	The <b>contract</b> means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority 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 ATS-in- Charge and all these documents taken together, shall be deemed to form one Contract and shall be complimentary to one another.
2	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :- <ul style="list-style-type: none"> <li>i. The expression <b>works</b> or <b>work</b> 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.</li> <li>ii. The <b>site</b> 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.</li> <li>iii. The <b>Contractor/tenderer/bidder</b> 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.</li> <li>iv. <b>The Chairman</b> means the Chairman Airports Authority of India and his Successors.</li> <li>v. The <b>ATS-in-Charge</b> means the ATM 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.</li> <li>vi. <b>AAI or Airports Authority of India</b> shall mean the Chairman Airports Authority of India.</li> <li>vii. The terms <b>Member (ANS)</b> means the head of Department of ATM, Airports Authority of India.</li> <li>viii. <b>Accepting Authority</b> shall mean the authority mentioned in Schedule 'F'.</li> <li>ix. <b>Excepted Risk</b> 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.</li> <li>x. <b>Market Rate</b> shall be the rate as decided by the ATS-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.</li> <li>xi. <b>Schedule(s)</b> 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.</li> <li>xii. <b>Department</b> means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.</li> <li>xiii. <b>Tendered value</b> means the value of the entire work as stipulated in the letter of award.</li> </ul>
3	<b><u>Scope and Performance</u></b> 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	<b><u>Works to be carried out</u></b> 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	<p><b><u>Sufficiency of Tender</u></b> 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</p>
8	<p><b><u>Discrepancies and Adjustment of Errors</u></b> 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</p>
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 :-
	<ul style="list-style-type: none"> <li>i. Description of Schedule of Quantities.</li> <li>ii. Particular/ technical Specification and Special Condition, if any.</li> <li>iii. Drawings.</li> <li>iv. C P W D Specifications.</li> <li>v. Indian Standard Specifications of B I S. / IRC Code of Practice / ASTM standards.</li> <li>vi. Sound Engineering practice as directed by the ATS-in-charge, whose decision in this regard shall final and binding on the contractor.</li> </ul>
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	<p><b><u>Payment for similar items with different quoted rates in different subheads of the contract agreement</u></b> 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</p>
9	<p><b><u>Reverse Auction for purchase tenders</u></b> AAI may opt for reverse auction in case of purchase tender if value of supplies put to tender is more than Rs.2Cr.</p>
10	<p><b><u>Signing of Contract</u></b> 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, sign the contract consisting of :</p>
10.1	<ul style="list-style-type: none"> <li>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.</li> <li>ii. Standard AAI Form as mentioned in Schedule 'F' consisting of: <ul style="list-style-type: none"> <li>a. Various standard clauses with corrections upto the date stipulated in Schedule 'F' alongwith annexures thereto.</li> <li>b. AAI Safety Code.</li> <li>c. Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors.</li> <li>d. AAI Contractor's Labour Regulations.</li> <li>e. List of Acts and omissions for which fines can be imposed.</li> </ul> </li> <li>iii. <b>No payment for the work done will be made unless contract in form of agreement is signed by the contractor.</b></li> </ul>



## CLAUSES OF CONTRACT

<b>CLAUSE 1</b>	<p><b><u>Performance Guarantee</u></b> This clause is applicable for the works for which the estimated cost put to tender is more than Rs.5 crores. <b>Clause not applicable</b></p>	
<b>CLAUSE 1A</b>	<p><b><u>Recovery of Security Deposit</u></b> 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 10% of the gross amount of each running and final bill till the sum deducted along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Performance Bank Guarantee of any Scheduled Bank but not Co-operative or Gramin Bank. In case a Performance Bank Guarantee 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 Performance Bank Guarantee, 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 along with the sum already deposited as earnest money 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 Performance Bank Guarantee tendered by the Scheduled Banks (but not any Co-operative or Gramin 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 of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. <b>Note 1:</b> Provided further that the validity of Bank Guarantee including the one given against the earnest money 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 &amp; Clause 5. <b>Note 2:</b> Note 1 above shall be applicable for both clause 1 and 1 A.</p>	
<b>CLAUSE 2</b>	<p>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.</p>	
	<p>i) Compensation for delay of work</p>	<p>If the completion of work is delayed due to reasons attributed to contractor, AAI shall be entitled for compensation for delay as detailed below :</p> <p>iv. <b>For works costing upto Rs. 20.00 Lac:</b> 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.</p> <p><b>ii For the works costing more than Rs 20 Lac</b></p>



		<p>a. <b>For the works having completion period less than 2 years</b> 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.</p> <p>b. <b>For the works having completion period more than 2 years</b> 0.5% of tendered value per fortnight of delay or lesser amount as decided by the competent authority subject to a maximum of 10% of the tendered value.</p>
	<p>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.</p> <p>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 ATS 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.</p> <p>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 ATS in-Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>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.</p> <p>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</p>	
<p><b>CLAUSE 2A</b></p>	<p><b><u>Incentive for early completion: Clause not Applicable</u></b></p>	
<p><b>CLAUSE 2B</b></p>	<p><b><u>Release of withheld amount against compensation for delay</u></b> 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 Performance Bank Guarantee 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 (ATS) will authorize such action on receipt of proposal from the ATS-In-Charge through proper channel</p>	
<p><b>CLAUSE 3</b></p>	<p><b><u>When Contract can be Determined</u></b> Subject to other provisions contained in this clause, the ATS-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior</p>	



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 ATS-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 ATS- 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 ATS 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 ATS 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 ATS-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 ATS-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 ATS-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the ATS-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 ATS-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.



	<p>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 ATS-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 ATS-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.</p>
<b>CLAUSE 3A</b>	<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> 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.</p> <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party</p>
<b>CLAUSE 4</b>	<p><b><u>Contractor liable to pay compensation even if action not taken under Clause-3</u></b>  In any case in which any of the powers conferred upon the ATS-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 ATS-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 ATS-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 ATS-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 ATS-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized 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 ATS- 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 ATS-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.</p>
<b>CLAUSE 5</b>	<p><b><u>Time and Extension for Delay</u></b>  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 &amp; performance guarantee absolutely.</p>
<b>5.1</b>	<p>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 ATS-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 ATS-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'.</p>



Project Management shall be done.

- b. 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 ATS-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 ATS-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 ATS-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 ATS 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 ATS -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 ATS-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 ATS-in-charge on or before 5<sup>th</sup> 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 ATS- 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



	<p>vii. Non-availability or break down of tools and Plant to be supplied or supplied by AAI or</p> <p>viii. Any other cause which, in the absolute discretion of the ATS-in-Charge is beyond the Contractor's control.</p> <p>Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the ATS-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 ATS-in-charge to proceed with the works. The contractor shall also sign the hindrance register at appropriate place for each hindrance.</p>
5.3	<p>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.</p>
5.4	<p>In any such case the ATS-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 ATS-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 ATS-in-charge with the approval of authority indicated in schedule 'F' and this shall be binding on the contractor.</p>
<p><b>CLAUSE</b> <b>6</b></p>	<p><b><u>Measurements of Work Done</u></b></p> <p>ATS-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.</p> <p>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.</p> <p>All measurements and levels shall be taken jointly by the ATS-in-Charge or his authorised representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the ATS-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.</p> <p>If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the ATS-in- Charge or his representative, the ATS-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 authorized representative does not remain present at the time of such measurements after the contractor or his authorized 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 ATS- in- Charge or his representative shall be deemed to be accepted by the Contractor.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.</p> <p>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.</p> <p>The contractor shall give, not less than seven days' notice to the ATS-in- Charge or his authorized 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 ATS-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 measurements without such notice having been given or the ATS-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's</p>



	<p>expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>ATS-in-Charge or his authorized 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.</p> <p>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.</p>												
<b>CLAUSE 6A</b>	<b><u>Computerized Measurement Book :Clause not Applicable</u></b>												
<b>CLAUSE 7</b>	<b><u>Payment on Intermediate Certificate to be regarded as Advances</u></b> <b>Clause Not Applicable</b>												
<b>CLAUSE 8</b>	<b><u>Completion Certificate and Completion Plans</u></b> <b>Clause not Applicable</b>												
<b>CLAUSE 8A</b>	<p><b><u>Contractor to keep site clean</u></b></p> <p>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.</p> <p>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 ATS-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 ATS-in-charge shall give ten days notice in writing to the contractor.</p>												
<b>CLAUSE 8B</b>	<b><u>Completion Plans to be Submitted by the Contractor: Clause not Applicable</u></b>												
<b>CLAUSE 9</b>	<p><b><u>Payment of final bill.</u></b></p> <p>The corrected final bill shall be submitted by the contractor in the same manner 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 ATS-in-charge 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 of items in dispute, for quantities and rates as approved by ATS-in-charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the ATS-in-charge or his authorized DGM(ATM)/AGM(ATM), complete with account of materials issued by the Department and dismantled materials.</p> <table border="0"> <thead> <tr> <th><b>Sl</b></th> <th><b>Value of work</b></th> <th><b>Time limit</b></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>If the Tendered value of work is up to Rs. 50 lakhs</td> <td>2 months</td> </tr> <tr> <td>2.</td> <td>If the Tendered value of work is more than Rs. 50 lakhs and up to Rs. 2.5 Crore:</td> <td>3 months</td> </tr> <tr> <td>3.</td> <td>If the Tendered value of work exceeds Rs. 2.5 Crore</td> <td>6 months</td> </tr> </tbody> </table> <p>In case of delay in payment of final bills after prescribed time limit, a simple interest @ 5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order. The Final bill shall be prepared for both L1 &amp; 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.</p>	<b>Sl</b>	<b>Value of work</b>	<b>Time limit</b>	1.	If the Tendered value of work is up to Rs. 50 lakhs	2 months	2.	If the Tendered value of work is more than Rs. 50 lakhs and up to Rs. 2.5 Crore:	3 months	3.	If the Tendered value of work exceeds Rs. 2.5 Crore	6 months
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<b>CLAUSE 9A</b>	<b><u>Payment of contractor's bills to Banks</u></b> 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												



	<p>to him, provided that the contractor furnishes to the ATS-in- Charge.</p> <ol style="list-style-type: none"> <li>i. Informations as per proforma attached.</li> <li>ii. An authorization in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and</li> <li>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 ATS-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.</li> </ol> <p>Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Airports Authority of India.</p>
<p><b>CLAUSE 10</b></p>	<p><b><u>Materials supplied by Authority</u></b></p> <p>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 ATS-in-charge.</p> <p>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 ATS-in-charge, which shall be issued to him keeping in view the progress of work as assessed by the ATS-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.</p> <p>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 supplied is available at site in original good condition.</p> <p>The contractor shall submit along with 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. ATS-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.</p> <p>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. Notwithstanding 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 ATS-in-charge or his authorized agent. Any such stores/ materials remaining unused shall be returned to the ATS- 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.</p> <p>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 ATS-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 ATS-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</p>



	<p>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 ATS-in-charge whose decision in this regard shall be final and binding on the contractor.</p> <p>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 ATS-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.</p>
<p><b>CLAUSE 10A</b></p>	<p><b><u>Materials to be provided by the contractor and Mandatory Tests</u></b> Clause not Applicable</p>
<p><b>CLAUSE 10 B</b></p>	<p><b><u>(I) Secured Advance on Nonperishable materials:</u></b> Clause Not Applicable</p>
<p><b>CLAUSE 10 C</b></p>	<p><b><u>Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)</u></b></p> <p>If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the ATS-in-charge's stores in accordance with Clause 10 thereof) 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 rates in GST applicable on such materials being considered under this clause) beyond the prices / wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended under the provisions of the Clause 5 of the Contract without any action under Clause 2, then the amount of the contract shall accordingly be varied.</p> <p>If after submission of the tender, the price of any material incorporated in the works (excluding the material covered under clause 10CA and not being a material supplied from the ATS-in-charge's stores in accordance with clause 10 thereof) 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 rule or order (not due to any changes in GST /Custom duty). Authority shall in respect of materials incorporated in the works (excluding the material covered under clause 10CA and not being materials supplied from the ATS-in-charge's stores in accordance with Clause 10 hereof) 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.</p> <p>ATS-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 ATS-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.</p> <p>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 / 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.</p> <p>The cost of work for which escalation applicable (w) is same as cost of work done as worked out as indicated in clause 10CC minus the amount of full assessed value of secured advance</p>



<b>CLAUSE</b> <b>10 CA</b>	<u><b>Payment due to variation in prices of materials after receipt of tender</b></u> <b>Clause not Applicable</b>
<b>CLAUSE</b> <b>10 CC</b>	<u><b>Payment due to Increase/ Decrease in Prices / Wages (excluding material covered under clause 10CA) after Receipt of Tender for works.</b></u> <b>Clause not Applicable</b>
<b>CLAUSE</b> <b>10 D</b>	<u><b>Dismantled Material AAI Property</b></u> <b>Clause not Applicable</b>
<b>CLAUSE</b> <b>11</b>	<u><b>Work to be executed in accordance with specifications, drawings, orders etc</b></u> <p>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 ATS 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</p>
<b>CLAUSE</b> <b>12</b>	<u><b>Deviations / variations extent and pricing</b></u> <p>The ATS-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 ATS- 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.</p> <p>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:</p>
<b>12.1</b>	<p>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:</p> <p>i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the ATS-in-charge</p>
<b>12.2</b>	<u><b>Deviation, Extra Items and Pricing</b></u> <b>Clause not Applicable</b>
<b>CLAUSE</b> <b>13</b>	<u><b>Foreclosure of contract due to Abandonment or Reduction in Scope of Work</b></u> <p>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 ATS-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.</p>



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 ATS-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 ATS-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 ATS-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 ATS-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 ATS 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 ATS-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 ATS-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 ATS-in-Charge.



- b. The ATS- 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
- 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 ATS-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 ATS-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 ATS-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 ATS-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 ATS-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 ATS-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 ATS-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



	<p>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;</p> <p>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 ATS-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 ATS-in- Charge within fifteen days of the expiry of the period of 30 days.</p> <p>c. If the works or part thereof is suspended on the orders of the ATS-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 ATS-in-Charge requiring permission within fifteen days from receipt by the ATS-in- charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by 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 ATS- 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 ATS-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 ATS-in- Charge within 30 days of the expiry of the period of 3 months.</p>
<p><b>CLAUSE 15A</b></p>	<p><b><u>Compensation n in case of delay due to late supply of stipulated material by AAI.</u></b></p> <p>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.</p> <p>This clause 15 A will not be applicable for works where no material is stipulated for issue by AAI.</p>
<p><b>CLAUSE 16</b></p>	<p><b><u>Action in case Work not done as per Specifications</u></b></p> <p>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 ATS-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.</p> <p>If it shall appear to the ATS-in –charge or his authorized subordinates in charge of the work or to the Executive Director 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 ATS-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</p>



	<p>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 ATS-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.</p> <p>In such case the ATS-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 ATS-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.</p>
<p><b>CLAUSE 17</b></p>	<p><b><u>Contractor Liable for Damages, defects during maintenance period</u></b></p> <p>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 ATS-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 ATS in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his 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 ATS-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.</p> <p>In case of Maintenance and Operation works of E&amp;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.</p>
<p><b>CLAUSE 18</b></p>	<p><b><u>Contractor to Supply Tools &amp; Plants etc.</u></b></p> <p>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 ATS-in charge's stores) machinery, tools &amp; 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 ATS-in charge 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 ATS-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.</p>
<p><b>CLAUSE 18A</b></p>	<p><b><u>Recovery of Compensation paid to Workmen</u></b></p> <p>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</p>



	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.
<b>CLAUSE 18 B</b>	<p><b><u>Ensuring Payment and Amenities to Workers if Contractor fails</u></b></p> <p>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</p>
<b>CLAUSE 19</b>	<p><b><u>Labour laws to be complied by the Contractor</u></b></p> <p>The contractor shall obtain a valid license under the contract labour (R&amp;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 &amp; 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</p>
<b>CLAUSE 19A</b>	No labour below the age of fourteen years shall be employed on the work.
<b>CLAUSE 19B</b>	<p><b><u>Payment of wages</u></b></p> <p>Payment of wages:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>iv. The following deductions shall be permissible to be made by the ATS-in- Charge. <ol style="list-style-type: none"> <li>a. The ATS-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</li> </ol> </li> </ol>



	<p>from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</p> <p>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 ATS-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 ATS-in-charge concerned.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The contractor shall ensure that no amount by the way of or otherwise is deducted or recovered by Jamadar from the wages of workmen.</p>
<b>CLAUSE 19C</b>	<p>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 ATS-incharge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor</p>
<b>CLAUSE 19D</b>	<p>The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the ATS- in charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:</p> <ol style="list-style-type: none"> <li>the number of labourers employed by him on the work,</li> <li>their working hours,</li> <li>the wages paid to him,</li> <li>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</li> <li>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 ATS- 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.</li> </ol>
<b>CLAUSE 19E</b>	<p>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</p>
<b>CLAUSE 19F</b>	<p>Leave and pay during leave shall be regulated as follows:</p> <ol style="list-style-type: none"> <li>Leave: <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol>



	<p>ii. In the case of miscarriage – upto 3 weeks from the date of miscarriage.</p> <p>2. Pay:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>CLAUSE 19G</b></p>	<p>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 ATS-in-Charge shall be final and binding on the parties.</p> <p>Should it appear to the ATS-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&amp;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 ATS-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 ATS-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 ATS-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 ATS-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).</p>
<p><b>CLAUSE 19H</b></p>	<p>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 ATS-in-Charge.</p> <p><b>i. Facility to be provided</b></p> <p>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.</p> <p>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.</p>
	<p>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</p>



	<p>strength, separate latrines and urinals being provided for women.</p> <p>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.</p> <p><b>ii. Specifications</b></p> <p>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 ATS-in- Charge in case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutchra but plastered with mud gobi 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 ATS-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water – tight.</p> <p>b. The contractor (s) shall provide each hut with proper ventilation.</p> <p>c. All doors, windows and ventilators shall be provided with suitable leaves for security purposes.</p> <p>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 ATS-in-Charge. Back to back construction will be allowed.</p> <p><b>iii. Water Supply</b></p> <p>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.</p> <p><b>iv.</b> The site selected for the camp shall be high ground, removed from jungle.</p> <p><b>v. Disposal of Excreta:</b></p> <p>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.</p> <p><b>vi. Drainage</b></p> <p>The contractor (s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.</p> <p>vii. The contractor (s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.</p> <p><b>viii. Sanitation</b></p> <p>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.</p>
<p><b>CLAUSE 19 I</b></p>	<p>The ATS-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 center, to apprise the residents about the same</p>
<p><b>CLAUSE 19J</b></p>	<p>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 ATS-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the ATS-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</p>



	imposed by the Airport Director/General Manager (ATM). Whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Executive Director (ATM), through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery
<b>CLAUSE 19K</b>	<p>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 / semiskilled 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 along with requisite certificate from recognized Institute to ATS 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 ATS –in-Charge. Failure on the part of contractor to obtain approval of ATS-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 ATS in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.</p> <p>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.</p>
<b>CLAUSE 19L</b>	<p><b><u>Registration with EPFO and ESIC</u></b> 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 ATS-in-charge to the contractor on actual basis.</p>
<b>CLAUSE 19M</b>	<p><b><u>Compliance of NGT guidelines</u></b> The contractor is required to follow latest NGT guidelines at the construction site and any violation of such guidelines will be in his account</p>
<b>CLAUSE 20</b>	<p><b><u>Minimum Wages Act to be Complied with</u></b> 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.</p>
<b>CLAUSE 20A</b>	<p><b><u>Employees Provident Fund &amp; Miscellaneous Provisions Act 1952/Jammu &amp; Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961and State Insurance (ESI) Act, 1948.</u></b> The Contractor shall comply with all the provisions of the Employees Provident Fund &amp; Misc. Provisions Act, 1952/ Jammu &amp; Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and ESI Act, 1948, amended from time to time and rules framed thereunder. Some of the provisions are given below:</p> <ol style="list-style-type: none"> <li>The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation after award of work and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.</li> <li>The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. &amp; ESI Registration No.</li> <li>The contractor by 20<sup>th</sup> of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.</li> <li>The contractor shall provide copies of PF &amp; ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.</li> </ol> <p>AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates. To withhold 3% for building work &amp; 1.5% for road/pavement work of the total amount of work done during the period considered.</p>
<b>CLAUSE 20 B</b>	ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence



<p><b>CLAUSE 21</b></p>	<p><b><u>Work not to be sublet. Action in case of insolvency</u></b> The contract shall not be assigned or sublet without the written approval of ATS-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 ATSS 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.</p>
<p><b>CLAUSE 22</b></p>	<p>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</p>
<p><b>CLAUSE 23</b></p>	<p><b><u>Changes in firm's Constitution to be intimated.</u></b> Where the contractor is a partnership firm, the previous approval in writing of the ATS-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</p>
<p><b>CLAUSE 24</b></p>	<p>All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the ATS-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.</p>
<p><b>CLAUSE 25</b></p>	<p><b><u>Dispute Resolution Mechanism and Arbitration</u></b> Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p> <p>i. If the contractor considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the ATS-in-Charge or if the ATS in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Executive Director (ATM)/Regional Executive Director/Member (ANS) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Executive Director (ATM)/Regional Executive Director/Member (ANS) /Chairman, AAI. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate / legal counsel etc.</p> <p>If the Dispute Redressal Committee (DRC) fails to give its decision within aforesaid period or any party is dis-satisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director (ATS)/Regional Executive Director/Member (ANS) /Chairman, AAI as the case may be for appointment of Arbitrator on prescribed proforma as per Appendix-XVII under intimation to the other party.</p> <p>It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid</p>



mechanism of settlement of claims/disputes prior to invoking Arbitration.

The Executive Director (ATM)/Regional Executive Director/Member (ANS)/Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by ATS in Charge to Executive Director (ATM)/Regional Executive Director/Member (ANS) /Chairman, AAI for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of :

- a. A party fails to appoint the second arbitrator, or
  - b. The two appointed arbitrators fail to appoint the Presiding Arbitrator, then Member (ANS)/Chairman ,AAI shall appoint the second or Presiding Arbitrator as the case may be.
- ii Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 100.00 Cr or less. Where tendered value is more than Rs. 300.00 Cr. Or less, where tendered value is more than 300.00 Cr. Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and further modified act in 2015 and any further statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such disputes along with the notice for appointment of Arbitrator and giving reference to the decision of the DRC.

It is also term of this contract that any member of Arbitration Tribunal shall be a graduate Engineer with experience in handling public works, engineering contracts at a level not lower than Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator.

Parties, before or at the time of appointment of Aarbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

The place of the arbitration shall be mentioned in schedule 'F'. In case there is no mention of place of arbitration, the Arbitral Tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

**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 ATS-in-Charge in this behalf.



<p><b>CLAUSE 27</b></p>	<p><b><u>Lump sum Provisions in Tender</u></b> 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 ATS-in-Charge payable of measurement, the ATS-in-Charge may at his discretion pay the lump- sum amount entered in the estimate, and the certificate in writing of the ATS-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.</p>
<p><b>CLAUSE 28</b></p>	<p><b><u>Action where no specifications are specified</u></b> 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 ATS-in-Charge.</p>
<p><b>CLAUSE 29</b></p>	<p><b><u>With-holding and lien in respect of sums due from contractor</u></b></p> <p>i. Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the ATS-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 ATS-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 ATS-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 ATS-in Charge of the AAI or any contracting person through the ATS-in-Charge pending finalization of adjudication of any such claim.</p> <p>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 ATS-in- Charge or AAI will be kept withheld or retained as such by the ATS-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 ATS-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.</p> <p>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.</p> <p>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 (ATM) / Airport Director/General Manager (ATM) 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 (ATM) / Airport Director/General Manager (ATM)</p>
<p><b>CLAUSE 29A</b></p>	<p><b><u>Lien in respect of claims in other Contracts</u></b></p> <p>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</p>



	<p>ATS-in-Charge or the AAI or any other contracting person or persons through ATS-in-Charge against any claim of the ATS-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 ATS-in-Charge or the AAI or with such other person or persons.</p> <p>ii. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the ATS-in-Charge or the AAI will be kept withheld or retained as such by the ATS-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.</p>
<p><b>CLAUSE 30</b></p>	<p><b><u>Employment of coal mining or controlled area labour not permissible</u></b></p> <p>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.</p> <p>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.</p> <p>iii. The contractor shall immediately remove any labourer who may be pointed out by the ATS-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 ATS-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.</p> <p>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.</p> <p><b>Explanation :-</b> 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</p>
<p><b>CLAUSE 31</b></p>	<p><b><u>Unfiltered water supply</u></b></p> <p>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.</p> <p>i. That the water used by the contractor (s) shall be fit for construction purposes to the satisfaction of the ATS-in-Charge.</p> <p>ii. The ATS-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 ATS-in-Charge, unsatisfactory.</p>
<p><b>CLAUSE 31A</b></p>	<p><b><u>Departmental water supply, if available</u></b></p> <p>Water if available may be supplied to the contractor by the department subject to the following conditions:-</p> <p>i. The water charges @1% shall be recovered on gross amount of the work done.</p> <p>ii. The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.</p> <p>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.</p>
<p><b>CLAUSE 32</b></p>	<p><b><u>Alternate water arrangements</u></b></p> <p>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 ATS-in-Charge shall be the</p>



	<p>final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.</p> <p>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 ATS-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.</p>
<b>CLAUSE 33</b>	<p><b><u>Return of Surplus materials</u></b>  <b>Clause Not Applicable</b></p>
<b>CLAUSE 34</b>	<p><b><u>Hire of plant &amp; Machinery</u></b>  <b>Clause Not Applicable</b></p>
<b>CLAUSE 35</b>	<p><b><u>Condition relating to use of asphaltic materials</u></b>  <b>Clause Not Applicable</b></p>
<b>CLAUSE 36</b>	<p><b><u>Employment of Technical Staff and employees</u></b>  Contractors Superintendence, Supervision, Technical staff &amp; Employees</p> <p>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.</p> <p>The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the ATS-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 ATS-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 ATS-in-charge and shall be available at site before start of work.</p> <p>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 ATS-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 ATS-in-Charge and shall also note down instructions conveyed by the ATS-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 ATS – 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 ATS-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</p>



ATS-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 ATS-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) along with every running account bill / final bill and shall produce evidence if at any times so required by the ATS-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 ATS-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 ATS-in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the ATS-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 ATS-In-Charge. If Contractor wants to replace any of his staff due to unavoidable circumstances, he will seek permission of ATS-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 License fee payable by Contractor**

1. Taxes:

- a. All Tendered rates should be inclusive of all taxes including GST. Wherever supplies/services involve imports, the same should be identified separately. Basic Custom Duty will be paid by AAI by utilizing EPCG license/duty scrip under SEI scheme of GOI. GST shall be paid to bidder for any taxable supply/services against a valid Tax Invoice.
- b. The bidder is required to provide Tax type and Tax percentage in all bids other than that of civil works.
- c. In case of composite works having component of SITC items, such as Electrical & Mechanical Installation, Airport System. Security, IT, Furniture etc should be identified separately with value of goods and services, Tax Rate, amount of Tax so as to enable AAI to claim Input Tax Credit on such items.
- d. In case of change in rate of Tax or any provision relating to levy of Tax resulting in increase in burden of Tax on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of Tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of Tax.

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.



	<p>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.</p> <p>3. License fee for land</p> <p>a. The contractor shall be liable to pay license fee for the land allotted by AAI for installation of plants, labour camp, cement godown and site office at AAI prevailing rates of license fee for unpaved land at the time of call of tender.</p> <p>b. In addition a security deposit at the rate of Rs 500/- per sqm in the form of DD/BG shall also be deposited by the contractor. In case contractor do not deposit security deposit same shall be deducted from Ist Running Account Bill.</p> <p>c. Such security deposit shall be released only after allotted land has been fully vacated by the contractor to entire satisfaction of ATS-in- Charge.</p>
<p><b>CLAUSE 38</b></p>	<p><b><u>Conditions for reimbursement of levy/taxes if levied after receipt of tenders</u></b></p> <p>1. All Tendered rates should be inclusive of all taxes including GST. Wherever supplies/services involve imports, the same should be identified separately. Basic Custom Duty will be paid by AAI by utilizing EPCG license/duty scrip under SEI scheme of GOI. GST shall be paid to bidder for any taxable supply/services against a valid Tax Invoice.</p> <p>2. The bidder is required to provide Tax type and Tax percentage in all bids other than that of civil works.</p> <p>3. In case of composite works having component of SITC items, such as Electrical &amp; Mechanical Installation, Airport System. Security, IT, Furniture etc should be identified separately with value of goods and services, Tax Rate, amount of Tax so as to enable AAI to claim Input Tax Credit on such items</p> <p>4. In case of change in rate of Tax or any provision relating to levy of Tax resulting in increase in burden of Tax on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of Tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of Tax.</p> <p>5. 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 authorized representative of AAI or the ATS-in-Charge and further shall furnish such other information / document as the ATS-in- Charge may require from time to time.</p> <p>6. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a return notice thereof to the ATS- in-charge that the same is given pursuant to the condition, together with all necessary information relating thereto.</p>
<p><b>CLAUSE 39</b></p>	<p><b><u>Termination of contract on death of contractor</u></b></p> <p>Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the ATS-in-charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.</p>
<p><b>CLAUSE 40</b></p>	<p><b><u>If relative working in AAI then the contractor not allowed to tender.</u></b></p> <p>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.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
<p><b>CLAUSE 41</b></p>	<p><b><u>No any officer in Department of Engineering/ATM to work as contractor within one year of retirement</u></b></p> <p>Engineer, ATM or any officer employed in engineering/ATM or administrative duties in an ATM/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</p>



	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.
<b>CLAUSE 41A</b>	<b><u>Integrity Pact and Independent External Monitor.</u></b> Clause Not Applicable
<b>CLAUSE 42</b>	<b><u>Return of material and recovery for excess material issued.</u></b> Clause Not Applicable
<b>CLAUSE 43</b>	<b><u>Compensation during warlike situations / act of terrorism</u></b> 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 ATS-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 ATS-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 ATS- 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 ATS-in charge upto Rs.5,000/- and by the Executive Director (ATS). 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 ATS-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 ATS-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 ATS in – charge.
<b>CLAUSE 44</b>	<b><u>Apprentices Act provisions to be complied with</u></b> 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 (ATM)/Airport Director/General Manager (ATM) 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.
<b>CLAUSE 45</b>	<b><u>Release of security deposit after labour clearance</u></b> Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the ATS-in-Charge. The ATS-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.
<b>CLAUSE 46</b>	<b><u>Contractor's Liability and Insurance of Works</u></b> 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 I'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 ATS-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 ATS-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 ATS-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 equipment 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 ATS-in-Charge has agreed to their cancellation in writing.
- x. The Contractor shall prove to the ATS -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 ATS -in-charge.



	<p>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 ATS -in-Charge. A self-certified copy of such policies are required to be submitted to the ATS in-charge.</p> <p>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.</p> <p>xiii. In case contractor takes Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value along with 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.</p> <p>However, workmen compensation policy is required to be taken separately by main contractor and sub-contractor for workers employed by them</p>
<p><b>CLAUSE 47</b></p>	<p><b><u>Composite Contract and responsibilities of main agency</u></b> <b>Clause Not Applicable</b></p>
<p><b>CLAUSE 48</b></p>	<p><b><u>Escrow Account</u></b> <b>Clause Not Applicable</b></p>



## 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  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  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  $\frac{1}{2}$  ") for ladder upto and including 3m. (10ft.) in length. For long ladders, this width should be increased at least  $\frac{1}{4}$ " 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.
  - b. **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 ATS-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 drilling 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 ATS-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 at least 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 JE (ATM.) or any other higher officer.
  - b) At least 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 cordoned 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 ATS-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 meters 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 ATS-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vii) 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 equipment 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 ATS-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the ATS-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 ATS-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.



## 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.

(i) **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.

(ii) **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 ATS-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 six 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.

### 2. 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 authorized by him in this behalf.
- (viii) All wages shall be paid in current coin or currency or in both.
- (ix) 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.
- (x) 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 ATS-in-Charge under acknowledgement.
- (xi) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Senior Superintendent ATS or authorized representative of the ATS-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 ATS in charge or the authorized representative of the ATS-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-X.

  - (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-XI).  
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-X)
- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- (viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

## 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-VII)
- (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-VIII).

### **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 ATS-in-Charge or Labour Officer or any other officers authorized 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 authorized 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 authorized as aforesaid shall submit a report of result of his investigation or enquiry to the ATS-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 ATS-in-Charge after G.M. (ATM). Has given his decision on such appeal.

- i) ATS-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.(ATM) 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 authorized may appeal against such decision to the ATS-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, authorized 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.

#### **1.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 Airport Director/General Manager (ATM) concerned shall be final.



### 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	<u>In case of delivery</u>		<u>In case of delivery</u>		
	Commenced	Ended	Commenced	Ended	
6	7	8	9	10	

#### Leave Pay paid to the employee

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



## APPENDIX-II

**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/ miscarriage /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 entries in the register.
- 15) Remarks column for the use of Inspection Officer.



APPENDIX-III

### 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-IV

[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-V

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

**FORM B**

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

**APPENDIX-VI****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						



**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



**APPENDIX-VIA**

**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	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	3	31
									<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>8</u>	<u>0</u>	

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 issue



19/Form-XIX

APPENDIX-VII

78 (2)

[See rule 78 (1) (b)]

**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.....

17. 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



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



**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 ATS-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

Witness 1.

2.

Dated this..... Day of .....

For and on behalf of (The Bank)

Signature

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-IX-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 Airport 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:

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

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

1. Wilful insubordination or disobedience, 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 behavior
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. Unauthorized use of employer's property of manufacturing or making of unauthorized 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 unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized 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-XI

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-XII



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.....

Sl. 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	Name of person in whose presence employee's explanation was	Amount of deduction imposed	No. of installments	Date of recovery		Remark
										First Instalment	Last Instalment	
1	2	3	4	5	6	7	8	9	10	11	12	13



## APPENDIX-XIII

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.....

Sl. 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-XIV

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

**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 / Husband's Name	Sex	Designation/ nature of employment	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



NOTICE FOR APPOINTMENT OF ARBITRATOR  
[Refer Clause 25]

APPENDIX-XV

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 ATS-in-charge .....



## 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 BOQ format at page no. 99 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 colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details 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` :NOT APPLICABLE

### SCHEDULE `C` :NOT APPLICABLE

### SCHEDULE `D` :NOT APPLICABLE

### SCHEDULE `E`

Reference to General Condition of contract

Name of work Job Contract for ATC Operations Support Service at Mangaluru International Airport

Estimated cost of work As Given in Notice inviting Tender (NIT)

Earnest Money As Given in Notice inviting Tender (NIT)

i. Security deposit: 10% of contract value (deductible @10% of running bills)

### SCHEDULE `F`

## GENERAL RULES & DIRECTION

Officer inviting tender: \_\_\_\_\_

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	Not Applicable
--	----------------

### Definitions:

Office inviting tender : \_\_\_\_\_

2(v) ATS-in-Charge \_\_\_\_\_

2(viii) Accepting Authority As per AAI's DOP

2(x) Percentage on cost materials & Labour to cover all overheads & Profits :Not Applicable

2(xi) Standard schedule of rates DSR ....., with up to date correction slips as on last date of submission of tenders & market rates.

2(xii) Department AAI, ATM

**Clause 1:** Not Applicable

**Clause 1A:** Applicable – 10% from running bill towards security deposit.

### Clause 2

Authority for fixing compensation under Clause 2	Coordination In Charge
--	------------------------

### Clause 2A

Whether Clause 2A shall be applicable	Yes/No
---------------------------------------	--------

**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start	45 days
---	---------

**Mile Stone(s) as per table given below: Not Applicable**

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

Time allowed for execution of work. :

**Authority to decide:**

- i.Extension of time..... Coordination In Charge
- ii.Rescheduling of milestone ..... Coordination In Charge / GM(ATM)
- iii.Shifting of date of start in case of delay in handing over of site.....RED(SR)/ED (ATM)

**Clause 6, 6A**

Clause applicable – (6 or 6A) : 6

**Clause 7 :NOT APPLICABLE****Clause 10A :NOT APPLICABLE****Clause 10 B(II)**

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

**Clause 10C: ~~Applicable~~/ Not Applicable****Clause 10 CA:NOT APPLICABLE****Clause 10 CC: :NOT APPLICABLE****Clause 11**

Specification to be followed for execution of work	a) SCOPE OF WORK. As per special conditions of the contract
--	--

**Clause 12: :NOT APPLICABLE****Clause 16**

Competent Authority for deciding reduced rates	Coordination In Charge
--	------------------------

**Clause 18:NOT APPLICABLE****Clause 25****Place of Arbitration : Mangalore****Clause 36(1) :NOT APPLICABLE****Clause 37:NOT APPLICABLE**

Licence Fee for unpaved land Rs. NA

**Clause 41(b) :NOT APPLICABLE**

Integrity Pact applicable yes/No



**Clause 42:**NOT APPLICABLE

**Clause 48:** :NOT APPLICABLE

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

**SECTION C****Special Conditions of the Contract**

**NAME OF WORK:-** Job Contract for Air Traffic Control Operations Support Services

**1. SCOPE OF WORK:**

The contractor shall provide following service for the the work of 'Job Contract for Air Traffic Control Operations Support Services'

1. Assist Tower Controller in visual surveillance of Runway and operational area to guard against bird activity/animal transgressions etc. and alert the controller for any situations that may affect safety of aircraft operations.
2. Load Flight Progress Strip Holder with flight strips that are printed in the unit during aircraft movement and removal of these flight strips for reusing the holders, after the aircraft movement is completed on a regular basis. ,
3. Segregation of ATS records generated in the ATS Unit, such as Flight Progress Strips, AFTN Messages, MET Reports etc. and bundle on a daily basis. Daily around 600 strips and 200 pages of other records.
4. Transfer of ATS records on daily basis from ATS Units/Offices to Records room for preservation and retrieval of old records if so, required during period of preservation.
5. Assist in disposal of ATC Records weeded out quarterly.
6. Deliver correspondence /documents/files between ATS Offices and other AAI Offices at New ATS Building and at New International Terminal Building on daily basis.
7. Assist ATS Offices in day to day requirements such as Photo Copying, scanning of documents, delivery of stationery from Stores, disposal of used stationery, furniture replacement when required etc.
8. Assist in providing refreshments /drinking water in ATM Offices, Area Control and Control Tower.
9. Assist/guide Government Officials, aviation personnel or public visiting NATS Building for official work, to meet concerned officials.
10. Opening of ATM Offices in New ATS Building in the morning on working days for cleaning and Closing/Locking after completion of Office Hours.
11. Any other ancillary work in ATM Offices/ATC Units, required to support ATC Operations

The contractor shall understand the nature, scope and quantity of work properly. The equipment. Material, and any other item required for the work shall be provided by Airport Authority of India. The contractor shall provide adequate and trained manpower for the work. As per the estimates of the department total six semi skilled labourers will be required for efficient discharge of the work. The workers shall be PUC or higher with computer knowledge.

All the works shall be carried out only under the strict supervision & guidance of ATM officials.

Knowledge of computer applications and English typing is mandatory and Hindi typing is preferred.

**2. MANPOWER WITH QUALIFICATION:**

- a. The Staff engaged by the contractor shall be the employees of the contracting agency. The contractor shall be responsible for the recruitment, detainment and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personal.



### SCHEDULE OF MANPOWR

SL. NO.	DESCRIPTION	TOTAL
1	Semi-Skilled Labour for Job Contract for Air Traffic Control Operations Support Services	6Nos.

**(To be engaged for 6 days a week 8hrs. per day on round the clock basis)**

Working hours for General Duty shall be From 9:30 AM to 6:00 PM with a lunch break from 1330 hrs. to 1400 hrs. for 6 days a week. Working hours for Round the clock Shift duty with each shift shall be of 8hrs. Per day for 6 days a week. Being Operational Duty the deputed/deployed contractual manpower may be called for work on Saturday/Sunday/ holidays as per the requirements. However total hours of working in a week shall be 48hrs and one weekly off shall be provided. Arrangement of duties and its timings shall be done as per requirement and shall be on sole discretion of ATS In-Charge.

#### **b. QUALIFICATION**

SI. No.	DESCRIPTION	MINIMUM QUALIFICATION
1	Semi-Skilled Labour for Job Contract for Air Traffic Control Operations Support Services	<p><b>1. <u>Minimum qualification required for Semi-Skilled worker:</u></b> Passed Plus 2(10+2)/PUC or equivalent</p> <p><b>2. <u>Preference.</u></b></p> <p>a) Knowledge to read orders/signage/instructions in English. b) Knowledge to read, write and speak in Hindi c) Knowledge of computer – MS Office, (Word, Excel and Power Point).</p>

The full particulars of the personnel to be deployed by the contractor including the names qualification, past experience and address shall be furnished to AAI along with testimonials before they are actually deployed for the job.

#### **3. CONTRACT PERIOD**

The said contract will be for a period of **ONE YEAR** from the date of commencing which may be extended further for a period of another **ONE YEAR** with same terms and conditions subject to mutual consent of both the parties and subject satisfactory performance of the contract. The contract shall automatically expire unless extended further by AAI with the mutual consent of the contracting firm.. However, under normal circumstances, AAI reserves the right to terminate the contract by giving two months' notice in writing.

#### **4. COMPENSATION / RECOVERY / PENALTY :**

- a. The contractor shall ensure availability of required manpower on all days as per the conditions of contract. Following compensation / recovery shall be made in case of absence or non-deployment of staff :
- i. For absence or non deployment: The contractor shall provide a substitute in the event of any person remaining absent for more than two days for any reason. Delay by the Contractor firm in providing a substitute after expiry of two days absence shall attract liquidated damages by deducting Service charge on prorata basis (per such case) starting from the day from which the person has been absent on the Contractor firm, besides deduction in payment/wages on pro-rata basis.
  - ii. But in the event if the shortage in manpower is due to the sudden resignation/ delay in recruitment of manpower penalty shall be imposed at prorata basis, as per the applicable minimum wages for a maximum period of two weeks



- iii. For any absence or non-deployment of manpower continuously for more than two weeks and if no alternate manpower is arranged, a penalty shall be imposed @ Rs. 500/- per day per manpower for the period in excess of two weeks continuous absence. The penalty shall be besides deduction in Service Charge on prorata basis and payment/wages on pro-rata basis.
- iv. The contractor should make the Payments to his employees engaged to AAI within 07<sup>th</sup> of every month, failure of which shall attract a penalty @1% of total of the bill amount of that particular month.

Notwithstanding the above, decision of ATS-in-charge shall be final and binding in this regard.

- b. Apart from above clause, in case it is observed by the authority that the work performed by the contractor is not as per the required/specified standards as contained in the contract terms and conditions, the contractor will be served with the Written notice to that effect, calling upon him to improve his performance within a stipulated time. The contractor shall also be given an opportunity to present his view point about the bad performance pointed out by AAI and thereafter, if the authority is not satisfied, the authority shall levy a maximum penalty of **10% of the monthly bill amount/incident**. The decision of ATS-in-charge in this regard will be final and binding.
- c. An amount equal to double the Market Rate/Quoted rate whichever is higher shall be recovered from the contractor's bill for not carrying out the works detailed in the Schedule of Works whenever required by AAI. The decision by the ATS-in-charge in this regard will be final and binding

## 5. PRICES

**IMPORTANT:- please read this part carefully. Quoted rate of the bidder shall be inclusive of minimum wages and profit/ service charge of the contractor. No other charge should be included. The employee share of EPF, ESI, bonus etc shall not be included in the quote.**

The bidders/service providers shall quote the **rate** inclusive of all taxes & duties **excluding GST**. The **GST component shall be quoted separately in the Price bid**. While evaluating tenders, the benefit of Input Tax credit available to AAI shall be taken in to consideration. The lowest tender shall be decided on the basis of net cost to AAI which is excluding GST. If no rate is quoted in the GST component/reflects as 0 (Zero) in the e-portal, it will be presumed that the rate quoted in the rate section is excluding of applicable GST. The quantum of GST of items (s) shall be decided as per the prevailing GST act. The agency shall submit the invoice incorporating the full GST component at the time of submission of bill.

The minimum wages applicable at the time of NIT for Semi-Skilled Labour per person is @Rs.656/- per day (Minimum wages w.e.f 01.04.2022, Notification by Ministry of Labour and Employment dated 29-07-2022)

**The Minimum Total Wages per Month (30 days) as per the prevailing Minimum Wages at the time of tender is**

SL. NO.	DESCRIPTION	AMOUNT
1	Monthly wages per semi skilled labourer	Rs. 656.00 x 26 days. = Rs.17056/--

Bidder has to quote the monthly charge per Operational Helper in the Basic rate column and the percentage of GST applicable in the GST rate column of Price Schedule (BoQ). Sample BoQ is attached as Schedule-A

**The basic rate/monthly charge quoted by the bidder shall be inclusive of prevailing minimum wages (excluding bonus) for staff, contractor's Service Charge/profit, and any other expense as per the conditions of contract.**

**Employer's share of ESI & PF contribution amount remitted to the statutory authorities by the contractor shall be reimbursed as per the prevailing rules on submission of documentary evidence.**

**The contractor is required to pay bonus @ 8.33% of wage payment to their workman employed during the period of contract as per the Payment of Bonus (amendment) Act, 2015. Bonus paid to workman employed**



**during the period of contract by the contractor shall be reimbursed on submission of documentary evidence. Final bill will be released only after confirmation of payment of bonus to the workmen deployed for the work**

The rates quoted shall be fixed for the entire contract period. However the **difference in minimum wages paid to the staff deployed as per the SCHEDULE OF MANPOWER, will be reimbursed to the contractor by AAI**, on revision of minimum wages by the Ministry of Labour and Employment, Govt. of India during the contract period and on submission of proof of payments made.

The quoted rate shall not be less than the current minimum wages as laid down in the minimum wages act 1948 as applicable and notified by Govt. of India. The bids offering rates which are lower than the minimum wages, as applicable for the pertinent category **under Labour law/act of Govt. of India**, shall be rejected and his/her EMD amount shall be forfeited.

#### Wages to be paid

1. The staff shall be paid a wage not less than the minimum wages as notified by the Government of India, in their respective category.
2. Also, all payments made to the personnel should be mandatorily through banking channels only. No cash payment to the personnel should be made under any circumstances.
3. The payment to the workmen engaged by the contractor has to be made on or before 7<sup>th</sup> of every month.
4. The contractor has to maintain the wage & OT/Attendance register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.
6. **PAYMENTS : - No mobilization Advance shall be paid. Running payments** will be made monthly basis in the succeeding month after deducting necessary Security Deposit , IT and any other statutory taxes, duties , levies and any or all recoveries, penalties, etc., which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of **month** with all supporting documents like log books/registers listed under para-5, receipts of payments made towards ESI, PF including statement showing contribution made towards individual employee engaged by the contractor along with ECR copies etc. Bills shall be raised in favour of Coordination In Charge, Airports Authority of India, Mangaluru International Airport, Bajpe PO, Mangaluru.
7. **VALIDITY PERIOD:** -The tender shall be valid for acceptance for a period of **180 days** from the date of opening of tender.
8. **MINIMUM WAGES:** - The successful contractor shall comply the provision of contract labour in respect of wages and record maintenance (Regulation and Abolition) Act of 1970 and contract labour (Regulation and Abolition) Central Rules 1971 and other legislations such as EPF \* MP Act –1952, Employees state Insurance (ESI) Act-1948 and Minimum Wages Act- 1948, The payment of wages Act-1936, the workmen's compensation act-1923 & Rules / Acts / instructions enforced from time to time by the Central and State Governments. The contractor has to pay the staff engaged by him minimum wage of central or state Govt. or as decided by the Deptt. Whichever is higher.
9. **The difference in minimum wages paid to the staff deployed as per the SCHEDULE OF MANPOWER, will be reimbursed to the contractor by AAI, on revision of minimum wages by the Office of Regional Labour Commissioner (Central) during the contract period and on submission of proof of payments made.**
10. **EPF, ESI & Service tax:** Successful tenderer shall comply with EPF registration, ESI & Service tax registration norms as applicable with up to date amendment. And shall get registered to local Labour Authority of The Govt. The successful tenderer shall submit proof of payment of EPF, ESI paid, to the relevant authority before preparing of next payment.
11. The successful tenderer has to enter into an agreement as per AAI format. The other terms and conditions shall be as per NIT.
12. **Requirements of Employees:**



- a) **Age:** The employee shall not be aged lesser than 18 years and more than 50 years. He/ She shall have good health.
- b) **Proficiency:** The proficiency in the work will be scrutinized by AAI officers. Only those possess sufficient proficiency in the work to the opinion of AAI shall be deputed for the work.
- c) **Integrity:** The employee shall possess high profile of integrity so that he is eligible for obtaining Airport Entry Pass.

**13. Replacing the workman:** The contractor is liable to replace the workman on the directives of AAI in the following conditions:

- If the workman is not proficient enough to the requirement of the work.
- If the workman is misbehaving
- If the workman is acting against the interest of AAI
- If the workman is non punctual or irregular
- If the output of the workman is not to the expectation of AAI.

The decision/assessment of ATS-in-charge on this matter will be final and binding.

**14. Over Time/Additional Manpower:** In case of requirement of additional manpower pro-rata payment will be made as per the minimum wages prevailing at that time will be made. Further any member of the personnel, whose work or conduct is found unsatisfactory by AAI, shall be replaced at no additional cost to AAI.

### 15. SPECIAL INSTRUCTIONS

- a. Contractor shall in his own interest cover all the workmen employed for this work under group insurance for unlimited incidents/events. The contractor shall be sole responsible for settlement of any compensation arising out of workmen compensation act and AAI will not be responsible.
- b. Thorough background verification of credentials, qualification character & police verification of the workmen shall be undertaken by the contractor before provisioning/deployment of worker at the sites.
- c. The contractor shall be responsible to obtain Airport Entry Passes from the BCAS on its own name and one copy of the same shall be submitted to the office for record before deploying each person. Manpower provided under this contract shall wear the AEP at all times while on duty in accordance with the guidelines of BCAS/CISF/AAI/Airport Operator. AEP would be subject to verification at any time by this office and AAI may refuse entry of the person deployed in its premises who does not wear his/her AEP card.
- d. The Contractor firm shall provide fully trained and disciplined personnel. Contractor shall ensure provisioning/deployment of qualified & disciplined workers. Bidder shall impart adequate training to the deployed worker/manpower regarding the dos & don'ts and safety work practices & precautions to be taken while performing duties in operational area of AAI.
- e. The full particulars of the personnel to be deployed by the contractor including the names, qualification, past experience and address shall be furnished to the AAI along with testimonials before they are actually deployed for the job.
- f. The personnel deployed shall be healthy and active & shall not have any communicable diseases.
- g. The contractor shall ensure proper conduct of his/ her personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco chewing, smoking, loitering etc..
- h. The contractor shall endeavor to provide the services of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by the office. If the contractor wishes to replace any of the personnel, the same shall be done after prior consultation/approval of AAI.
- i. The contractor shall provide a substitute in the event of any person remaining absent to more than two days for any reason. Delay by the Contractor firm in providing a substitute after expiry of days absence shall attract liquidated damages by deducting Service charge on prorata basis (per such case) starting from the day from which the person has been absent on the Contractor firm, besides deduction in payment/wages on pro-rata basis.
- j. The Contractor shall remove from the premises their employees, who are found to be failing in his/their duties or whose presence in the premises is otherwise objectionable in the opinion of the Airports Authority of India's representative/Security Staff.



- k. The contractor shall comply with all applicable laws, Ordinance, rules & Regulations in respect of this contract and shall pay at his own cost all charges in connection therewith.
- l. The contractor has to submit the details of staff, skill and experience certificate, Character certificate from the appropriate administrative body, before engaging them on work.
- m. The Contractor shall be responsible for the recruitment, retaining and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.
- n. The staff engaged by the contractor shall have no claim for any temporary or permanent employment in AAI.
- o. The ATS in charge or his authorized representatives shall be authorized to give instructions to the contractor or his authorized representative at the premises of AIRPORTS AUTHORITY OF INDIA on all matters relating to this work. Similarly, the authorized representative of the contractor shall report on all matters concerning the above to the ATS in charge or his authorized representatives.
- p. If the services rendered by the contractor are not up to the standard as detailed under scope of work, the same shall be brought to the notice of the firm with a view to improve the same in a stipulated period else shall take necessary action as per the provisions of contract. **AAI may even terminate the contract without any intimation at any time if the performance found un-satisfactory.**
- q. The authority shall reserve the right to terminate the contract after following the conditions specified in the tender document. Even then the contractor shall continue to provide the services as per the contract till alternative arrangements are made by AAI.
- r. **No subcontract is permitted for this contract.**
- s. Any condition(s) not included in the contract will be discussed mutually and settled.

**16. Defect liability period** shall be for a period of 180 days from the certified date of completion of the contract. Security deposit shall be released after successful completion of defect liability period.

#### **17. SECURITY DEPOSIT**

The Contractor whose tender is accepted, Security deposit will be collected as under:-

The security deposit shall be recovered @10% of gross amount of each running bill, till the total security deposit 10% of the contract amount. In other words, the total amount of security deposit shall be 10% of contract value.

#### **18. Benefits to Micro and Small Enterprises**

- a. Exemption from paying tender fees & Earnest Money Deposit: Micro and Small Enterprises (MSEs) – registered with District Industries centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, small and Medium Enterprises as MSMED Act, 2006, for goods produced and services rendered – shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit (EMD)
- b. Price Preference: Further, in tender, participating MSEs quoting price within the price band of L1+15 percent, shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Further, out of 20% 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs. The benefit as above to MSEs shall be available only for goods/services produced and provided by MSEs for which they are registered.
- c. In case of tender item is non splittable or non-dividable etc. MSE quoting price within price band L1+15 percent may be awarded full/complete supply of total tendered value to MSME rules and regulations.
- d. This contract is a service contract and non-splittable/ no-dividable.

**20. Further the Contractor firm shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/ amendments/modifications:**

- (i) The payment of wages Act 1936;



- (ii) The Employees Provident Fund Act, 1952;
- (iii) The Employees State Insurance Act, 1948
- (iv) The Factory Act, 1948
- (v) The Contract Labour (Regulation) Act, 1970
- (vi) The Payment of Bonus Act, 1965
- (vii) The Payment of Gratuity Act, 1972
- (viii) The Minimum Wages Act, 1948
- (ix) The Employment of Children Act, 1938
- (x) The Motor Vehicle Act, 1988.
- (xi) Sexual harassment of women at workplace (Prevention, Prohibition and Redressal act 2013).

**Schedule A****Price Schedule (Cover-2)****Item Rate BoQ(sample)****(Price bid shall be submitted as per the BoQ in CPP portal)**Tender Inviting Authority: **Coordination In Charge, AAI, Mangaluru International Airport, Mangaluru- 574 142.****Name of work: Job Contract for Air Traffic Control Operations Support Services at Mangalore Airport**Tender No.: **AAI/ML/ATM/OPS32/2022**

E-Tender ID.:

Name of the Bidder / Bidding Firm /Company:									
<b>PRICE SCHEDULE</b>									
The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and Values only)									
NUM BER #	TEXT #	NUMBE R #	TEXT #	NUMBER #	NUMBE R #	NUMBER #	PERCENTAGE #	NUMBER #	TEXT #
Sl. No.	Item Description	Qty	Unit	Basic Rate (Monthly rate for single Semi-skilled worker) In Figuers Rs. Ps.	Amount for 12 months for single semi-skilled worker Rs. Ps	Amount for 12 months for )Six 06 Numbers of semi-skilled worker Rs. Ps	GST rate  In  %	Total Amount with GST	Total Amount in Words
1	Providing 06(Six) Semi skilled Manpower under Job Contract for Air Traffic Control Operations Support Services at Mangalore Airport as per conditions of contract. Refer Tender Documents Section C:Special Conditions of contract.	12	MONTHS	<b>Monthly rate for single semi Skilled labour to be filled by the Bidder</b>			<b>to be filled by the Bidder</b>		
Total in Figures									
Quoted Rate in Words									

- **The figures should be carefully filled after reading Section C Part 5 (prices)**

**Annexure-I****UNCONDITIONAL ACCEPTANCE LETTER****(To be submitted along with Technical Bid in Bidders Letter Head)**

To,  
The Coordination In Charge  
Airports Authority of India,  
Mangaluru International Airport,  
Mangaluru –574142

Sub: Unconditional Acceptance of Terms & Conditions of Tender

Name of Work: **Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport**

TENDER NO.:

E-Tender :

Dear Sir,

Having examined the entire conditions of contract and specifications including addenda, I/we, the undersigned, offer **Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport** in conformity with the Contract conditions, clauses, terms & conditions, and scope of work of the Tender.

1. The tender documents for the work “**Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport**” have been issued to/downloaded by me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Coordination-In-Charge, AAI, Mangaluru Airport, which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI’s tender documents in its entirety for the above work.
3. The contents of the Tender Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks(s)/conditions(s) (except unconditional rebate on quoted rates, if any) in/along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 10% earnest money absolutely.
4. “That, 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 bill, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI”.
5. The required earnest money for this work has already been deposited offline (as Demand Draft )at Office of Tender Inviting Authority and soft copy has been uploaded in e-tender portal Cover-1

We understand that you are not bound to accept the lowest or any bid, you shall receive

Yours Faithfully,

(Signature of the Tenderer)

Name : .....

Address of the bidder:

Telephone : .....

Fax : .....



E-mail : .....

**Annexure-II**

**Undertaking for not Black listing**

Bidders Ref:

To,  
The Coordination In Charge  
Airports Authority of India,  
Mangaluru International Airport,  
Mangaluru -574142

Sub: **Undertaking for not Black listing**

**Name of Work: Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport**

**TENDER NO.:**

**E-Tender ID.:**

Dear Sir,

We, M/s \_\_\_\_\_ hereby undertake that

1. In case the documents submitted by me/us, is found to be forged/false at any stage, I/we may be debarred from AAI for taking participation in all future AAI works and any other suitable action may be taken against our Company/Firm as deemed fit by AAI.
2. I/We state that the firm or its partners or its Directors have not been black listed or any case is pending or any complaint regarding irregularities is pending against them , in India or abroad, by any global international body like World Bank/International Monetary Fund/ World health Organization etc., or any Indian State/Central Governments Departments or Public Sector Undertaking of India

Yours Faithfully,

Seal

(Signature of the Tenderer)

Name : .....

Address of the bidder:

Telephone : .....

Fax : .....

E-mail : .....

**Annexure-III**

**PROFORMA OF AFFIDAVIT FOR PAYMENT OF MINIMUM WAGES**  
(TO BE SUBMITTED IN COVER-I)

**Name of Work: Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport**

**TENDER NO.:**

**E-Tender ID.:**

I, ----- (name) , aged ----- years , s/o ----- ( name ) proprietor / Managing Partner/ managing director of ----- ( Name of the agency ) do hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of ----- (Name of agency). I state that in the event of work is awarded to our agency; the wages to be paid to the workers engaged shall not be less than the minimum wages determined by appropriate Govt. authorities from time to time.

Dated this, the ----- day of ----- month – -----year.

DEPONENT

Place :

Date :

- Note :- 1. This affidavit is to be attested by a First class Magistrate / Notary Public on non- judicial Stamp paper of value as per Karnataka state government Stamp rules.
2. The original affidavit should be submitted in the O/o ATS In-Charge, AAI, Mangaluru Airport, Mangaluru by L1 bidder.



Annexure-IV

**For Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport,  
Karnataka State**

**Between**

**Airports Authority of India, Mangaluru International Airport,  
Bajpe, Mangaluru, Karnataka-574142**

**And**

**(Name Address of the Contractor )**

This agreement made on (Date----- (In words-----) between Airports Authority of India a statutory corporation incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110 003 through its **Coordination In Charge ,AAI,Mangaluru International Airport** (hereinafter referred to as "owner" or AAI which expression shall include its administrators, successors, executors and assigns of the one part and (Name and Address of the Contractor-----) (hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of " **Job Contract for Air Traffic Control Operations Support Services at Mangaluru International Airport**" (hereinafter called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose. And whereas the contractor had participated in the above referred bidding vide his proposal No. ----- dtd. ----- and other subsequent referred letters, AAI accepted his aforesaid proposal and awarded the work to the contractor on the terms and conditions contained in its acceptance letter NO. -----dated ----- and documents referred to therein which have been accepted by (Name and Address of the Contractor -----) resulting into a contract.

**NOW THEREFORE THIS DEED WITNESSTH AS UNDER**

The Owner has awarded the contract to the contractor for the work of Job Contract for ATC Operations Support Service for ATS Section at Mangaluru International Airport, on the terms and conditions contained in its acceptance letter NO. ----- Dated -----and documents referred to therein, the award has taken effect from i.e. the date on which the work has been taken over. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

**2.0 Contract Documents:**

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

- (i) The notice inviting tender, all the documents 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 consisting of:
  - (a) Various standard clauses with corrections up to the date stipulated in Schedule along with annexure thereto.
  - (b) AAI Safety Code.
  - (c) AAI Contractor's Labour Regulations.
  - (e) List of Acts and omissions for which fines can be imposed

(All correspondences between the Owner & Contractor before award of work shall form part of Agreement) All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof



conform to the tender document and what has been specifically agreed to by the owner on its letter of acceptance. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by owner in its letter of acceptance or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

Article 3.0 conditions and covenants:

3.1 The scope of contract, consideration, terms of payment, prices adjustment taxes, wherever applicable, insurance, liquidated damages, period of completion, defects liability period and all other terms and conditions are contained in aforesaid tender documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of agreement.

3.2 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the tender agreement. Any modification of the agreement shall be effected only by written instrument signed by the authorized representative of both the parties.

Article 4.1 Settlement of Disputes:

It is specifically agreed by and between the parties that all the difference or disputes arising out of the agreement or touching the Subject matter of the agreement shall be decided as per Clause of Contract

4.2 Notice of Default:

Notice of default given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered against acknowledgment due addressed to the signatories at the address mentioned here in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/----- dated -----

In witness whereof: The parties through their duly authorized representative have executed these presents (execution of where of has been approved by the competent authorities) on the day, month and year first above mentioned at.

For and on behalf of Contractor

For and on behalf of Chairman, AAI.

Signature:

Signature:

Name of the Executive:

Name:

Designation:

Designation:

1. Witness : (Signature, Date, Name, Designation on behalf of AAI)

2. Witness : (Signature, Date, Name, Designation on behalf of Contractor)

Annexure – V**PROFORMA OF LETTER FOR E-PAYMENT**

To,  
The Coordination In Charge  
Airports Authority of India  
Bajpe, Mangaluru, Karnataka – 574142

**Subject: Request for E-Payment.**

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill.

S. No.	Particulars Details	Remarks
1	Name of the Party	
2	Office Address	
3	Type of Bidder's Company	
	(a) Sole Proprietor	
	(b) Partnership	
	(c) Private Ltd. Company	
	(d) Public Ltd. Company	
4	Name of Bank in which Party maintains A/c	
5	Bank Branch Code	
6	Bank Account No.	
7	IFSC Code	
8	PAN No.	
9	GST registration	
10	MICR Code	
11	NEFT Code	

We also enclose herewith a duly cancelled cheque of our bank account.

Thanking you,

**Signature of authorized signatory**

**With seal**

Yours faithfully

**Note: Any erroneous information may lead to harmful transaction for which neither AAI or the Bank will be liable/ responsible.**



**Annexure – V-A**

**UNDERTAKING FOR NO RELATIVES IN AAI**

**I/ we \_\_\_\_\_ undertake that I/we donot have any relative working in AAI or has been retired within two years.**

**Name and seal of the firm/company/proprietiership**



### **Checklist for E-Bid**

#### **Cover-01: Technical Bid:**

1. Scanned copy of Demand Draft submitted towards the Tender Fee
2. Proof of SSI registered NSIC/MSE for claiming exemptions if applicable
3. Scanned copy of Demand Draft submitted towards the EMD
4. Duly signed & Sealed Unconditional acceptance of AAI Tender Conditions. (Annexure-I)
5. Undertaking stating its firm or its partners or its Directors have not been black listed (Annexure-II)
6. Affidavit for payment of Minimum wages (Annexure-III)
7. Bank Account details (Annexure-V)
8. Declaration for no relative in AAI & PSU/ Govt. of India Employ Retired within 2 years not working Annex V-A
9. Copy of the Permanent Account Number (PAN)
10. Copy of Valid GST Registration with ITC for AAI
11. Proof of EPF registration
12. Proof of ESI registration
13. Abridged Balance Sheet along with Profit & Loss account of the bidder for last three years
14. Performance/Experience Certificate

#### **Cover-02: BOQ (Price Bid):**

To be filled as per **BOQ and uploaded in the CPP portal**. Utmost care shall be taken by the bidder while filling the BOQ- Price Bid. The basic rate/monthly charge quoted by the bidder shall be inclusive of wages for staff and contractor's Service Charge/profit and any other expense as per the conditions of contract. Bonus paid to the Employees and the Employer's share of ESI & EPF contribution amount remitted to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence

**All the documents uploaded be signed, sealed and digitally signed by the bidder before Uploading in the CPP portal.**

**Note. The DD for tender fee & EMD (if applicable) shall be submitted in Original to ATS In-charge on or before the time specified in Notice Inviting Tender**