



AIRPORTS AUTHORITY OF INDIA

DEPARTMENT OF OPERATIONS

Tender for

**JOB CONTRACT FOR
PASSENGER BAGGAGE TROLLEY (PBT)
RETRIEVAL SERVICES
AT CALICUT INTERNATIONAL AIRPORT”**

BLANK

**AIRPORTS AUTHORITY OF INDIA
CALICUT INTERNATIONAL AIRPORT
DEPARTMENT OF OPERATIONS**

Calicut Airport
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Certified that this tender documents contains 97(Ninety Seven) Pages only.

Bid Manager

**CALICUT INTERNATIONAL AIRPORT
DEPARTMENT OF OPERATIONS**

Ref. No.:- AAI/CL/OPS/TROLLEYRETRIEVAL/2023

DT:15.03.2023

NOTICE INVITING e-TENDER (2 ENVELOPE OPEN TENDER)

1. Item rate tenders are invited through the GeM portal by Bid Manager, AAI, Calicut International Airport on behalf of Chairman, AAI, from eligible agencies in for the work of “**Job Contract for Passenger Baggage Trolley (PBT) Retrieval Services at Calicut International Airport**” at an estimated cost of **Rs.21,80,020.5/-(including GST)** for a **period of six months**.

Tender documents may be downloaded from GeM portal: <https://gem.gov.in> and Airports Authority of India web site www.aai.aero (for reference only) as per the schedule given in CRITICAL DATE SHEET under.

Critical Dates

S.No	Activity	Date	Time in IST
1)	Publishing Date	15.03.2023	1700
2)	Bid Submission End Date	29.03.2023	1700
3)	Last date and time of submission of original BG against EMD	29.03.2023	1700
4)	Opening of envelope- I (Eligibility & Technical bids) on the GeM portal	29.03.2023	1700

Last date and time of submission of tender documents through GEM portal is **29.03.2023 up to 17 00 hrs.**

Earnest Money Deposit (EMD) of Rs.43,600.41/- (including GST) will be required to be paid offline or online.

Forms of EMD and PBG (offline mode)

Earnest Money Deposit (EMD) of Rs.43,600.41/- (including GST) will be required to be paid offline in form of Demand Draft / Bankers cheque / Insurance Surety Bonds/ Bank Guarantee (BG) from Nationalized or scheduled bank (but not from co- operative or Gramin bank).

Forms of EMD and PBG (Online mode)

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name AIRPORT DIRECTOR Account No. 40533613627 IFSC Code SBIN0070311 Bank Name STATE BANK OF INDIA Branch address Kondotty Branch MALAPPURAM. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

AAI Bank & Account Details for preparation of Demand Draft / Bankers cheque / Insurance Surety Bonds/ Bank Guarantee (BG) are as follows: -

Beneficiary name : AIRPORT DIRECTOR

Account No. 40533613627

IFSC Code SBIN0070311

Bank Name STATE BANK OF INDIA

Branch address Kondotty Branch MALAPPURAM

The original documents against EMD should be Speed Post to the concerned officials as specified in the tender document. The details of documents physically sent, should tally with the details available in the

scanned copy and the data entered during bid submission time.

2. Bid Submission:

Bidders are advised to visit this website regularly to keep themselves updated as any change/modification in the tender will be intimated through this website only. Bids shall be submitted online only at GeM portal: <https://gem.gov.in>.

Tenderer/Agency are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the **Annexure "A"** for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Following 2 covers shall be submitted through online GeM-portal by the bidder.

Cover I (EMD, PQ & Technical Bid folder): -

The tenderer shall upload the digitally signed file of scanned documents in support of their meeting each criterion in Cover I as mentioned below.

A. Proof of EMD. Scanned copy of online payment/Demand Draft / Bankers cheque / Insurance Surety Bond/ BG against EMD with copy of the SFMS (Structured Financial Messaging System) BG confirmation message sent by the BG issuing bank to ICICI bank (as per Annexure-4) along with letter of undertaking (as per Annexure-5).

Original EMD to be sent to O/o JGM(OPS), AAI, Calicut International Airport , Karippur, Malappuram on or before the date and time as specified in the tender document. **Tender of the tenderers whose EMD is not received by the time as specified in the tender document, then their tenders will be summarily rejected.** Any postal delay will not be entertained.

B. Qualifying requirements of Agencies / firms:-

- (i) Agency specialized in the similar nature of work having Permanent Account Number. The agency shall submit the relevant proof in this regard.
- (ii) The Bidder should have experience of similar works (definition of similar works as below) during the last seven years ending on 31.01.2023. The bidder has to submit the relevant **work experience certificates** to the tune of 03 works each of Rs 8,72,008.2/- (40% of estimated value) (or) 02 works each of Rs 10,90,010.25/-(50% of the estimated value) (or) 01 work of Rs 17,44,016.4/- (80% value of the estimated value) in last 07 years.

Similar works mean – Similar work means minimum 02 Years experience for Providing manpower for Airports/Airlines/GHA/ facility management services/ Sales/ Maintenance/ Office Support/Housekeeping/Passenger Baggage Trolley Retrieval Service/ facilitation services (i.e. Swagat Seva, Meet & Greet services etc.) at Hotels/Government Organizations/Airports/Malls/Corporate offices/MNCs etc.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing 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.

- (iii) Permanent Account Number (PAN), PF & ESI Registration and Goods and Services Tax Registration No.
- (iv) Scanned copy of duly signed and stamped Unconditional Acceptance of AAI Tender Conditions (Performa given in Annexure-I).
- (v) Scanned copy of Affidavit (regarding payment of minimum wages & deduction of EPF/ESIC on non-judicial stamp paper value of 100/-)
- (vi) Undertaking stating Agency has not been black listed by AAI/ Any Govt./ PSU Organization (Annexure - 5)
- (vii) Digitally signed tender document duly shall be uploaded in GeM portal.
- (viii) Should have annualized average financial turnover of 13,08,012/- (**Rupees Thirteen lakhs Eight Thousand and Twelve only**) against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of **Abridged Balance Sheet** along with **Profit and Loss Account Statement** of the firm and **Turnover certificate** from Chartered accountant for last three years should be submitted along with the application. Firms showing continuous losses for the last three years in the balance sheet shall be summarily rejected.
All documents issued/attested by Chartered accountant shall have UDIN. Any document issued/attested by Chartered accountant without UDIN shall not be accepted.

- A. EMD:** Scanned copy of online payment/Demand Draft / Bankers cheque / Insurance Surety Bond/ BG against EMD with copy of the SFMS (Structured Financial Messaging System) BG confirmation message sent by the BG issuing bank to ICICI bank (as per Annexure-3) along with letter of undertaking (as per Annexure-4).
Original EMD to be sent to O/o JGM(OPS), AAI, Calicut International Airport ,Karippur, Malappuram on or before the date and time as specified in the tender document. **Tender of the tenderers whose EMD is not received by the time as specified in the tender document, then their tenders will be summarily rejected.** Any postal delay will not be entertained.

CLARIFICATION ON TECHNICAL BID EVALUATION.

The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

- i. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- ii. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

Financial Bid Opening Procedure

- i . The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders / their authorized representatives, who choose to be present at the time of opening of the financial bids.
- ii. Absence of bidders or their authorized representatives shall not impair the legality of the process.
- iii. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid price would be arrived at after detailed scrutiny /correction of arithmetical error in the financial bid.
- iv. Work shall be awarded to the bidder with lowest financial quote.
- v. Bidders are required to upload "Item wise Price Breakup of quoted amount" on GeM portal as per the format failing which, the bid will be rejected. Bidders to note that this price breakup shall not be a part of L1 evaluation. However, the price breakup document uploaded by the bidder will be considered as part of the contract.
- vi. If the total quoted amount (sum of Item-wise Price Breakup) of the bidder is different from their quoted amount on GeM portal, then bidder shall be disqualified.
- vii. If there is a discrepancy between words and figures, the amount in words shall prevail.

Cover-II: - The Financial e-bid through GeM Portal.

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 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.

3. 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 opening of the financial bid.
4. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
5. AAI reserves the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/blacklisting by any department of AAI/MoCA/ DoE (Debarment applicable for all Ministries/Departments). AAI reserves the right to verify the credential submitted by the tenderer 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 tenderer then AAI shall take the following action:

- a) Forfeit the entire amount of EMD submitted by the firm.
- b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual /legal action.
6. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders. The terms “banning of firm”, ‘suspension’, ‘Black-Listing’ etc. convey the same meaning as of “Debarment”.
7. Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
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.
9. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments shall be applicable except relaxation in conditions of prior turnover and prior experience. However, splitting of tender is not applicable.
10. Bids Opening Process is as below: -

Cover-I: - Containing documents/technical bids (uploaded by the Agencies/firms) shall be opened on 29.03.2023 **at 17 00 Hrs**. The intimation regarding acceptance/ rejection of their bids will be intimated to the Agencies/firms through GeM portal..

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope – I, he will be asked to provide it through GeM portal. The bidder shall upload the requisite clarification / documents within specified time by AAI, failing which the tender will be liable to be rejected.

Bid Manager
AAI,Calicut International Airport

AIRPORTS AUTHORITY OF INDIA

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

ANNEXURE - B

CHECK LIST

(To be submitted by applicant along with Tender Application)

Name of work: **Job contract for Passenger Baggage Trolleys (PBT) Retrieval Services at Calicut International Airport**

1	2	3	4
Ref. No	Qualifying Criterion	Particulars to filled by the agency	Strike out which one is not applicable
1	Name: Address: Contact Details: Contact Person:		
2	Envelope-I:- shall contain scanned copy of following:-		
a)	Details of EMD	Tr. No.:- Amount:-	Copy enclosed: Yes/ No
b)	Duly signed scanned copy of Unconditional Acceptance Letter of AAI's Tender Conditions as Annexure – I of the tender document.		Copy enclosed: Yes/ No
c)	Checklist (PQ Performa)		Copy enclosed: Yes/ No
d)	Certificate from clients of having satisfactorily completed similar works, during last 7 years ending on last date of submission of tender.	Details of the works as applicable to client:	Copy of the certificates enclosed: Yes/No
e)	Work Experience:		
I)	Three work of value Rs. 872008.2/- each of similar nature i.e. Similar work means minimum 02 Years experience for Providing manpower for Airports/Airlines/GHA/ facility management services/ Sales/ Maintenance/ Office Support/Housekeeping/ Passenger Baggage Trolley Retrieval Service/ facilitation services (i.e. Swagat Seva, Meet & Greet services etc.) at Hotels/Government Organizations/Airports/Malls/Corporate offices/MNCs etc.		

i)		<p>a) Name of 1stWork:</p> <p>b) Work order/Agreement No. &Date:</p> <p>c) Cost:</p> <p>d) Stipulated date of completion as per contract agreement:</p> <p>e) Actual Date of completion:</p> <p>f) Completion cost:</p> <p>g) Government Organization / Private clients</p> <p>h) In case of Non-government organization TDS certificate (Form 16A) to be enclosed</p>	
ii)		<p>a) Name of 2ndWork:</p> <p>b) Work order/Agreement No. &Date:</p> <p>c) Cost:</p> <p>d) Stipulated date of completion as per contract agreement:</p> <p>e) Actual Date of completion:</p> <p>f) Completion cost:</p> <p>g) Government Organization / Private clients</p> <p>h) In case of Non-government organization TDS certificate (Form 16A) to be enclosed</p>	
iii)		<p>a) Name of 3rdWork:</p> <p>b) Work order/Agreement No. &Date:</p> <p>c) Cost:</p> <p>d) Stipulated date of completion as per contract</p>	

		<p>agreement:</p> <p>e) Actual Date of completion:</p> <p>f) Completion cost:</p> <p>g) Government Organization / Private clients</p> <p>h) In case of Non-government organization TDS certificate (Form 16A) to be enclosed</p>	
OR			
II)	<p>Two work of value Rs. 1090010.25/- each of similar nature i.e. Similar work means minimum 02 Years experience for Providing manpower for Airports/Airlines/GHA/ facility management services/ Sales/ Maintenance/ Office Support/Housekeeping/ Passenger Baggage Trolley Retrieval Service/ facilitation services (i.e. Swagat Seva, Meet & Greet services etc.) at Hotels/Government Organizations/Airports/Malls/Corporate offices/MNCs etc.</p>		
i)		<p>a) Name of 1st Work:</p> <p>b) Work order/Agreement No. & Date:</p> <p>c) Cost:</p> <p>d) Stipulated date of completion as per contract agreement:</p> <p>e) Actual Date of completion:</p> <p>f) Completion cost:</p> <p>g) Government Organization / Private clients</p> <p>h) In case of Non-government organization TDS certificate (Form 16A) to be enclosed</p>	
ii)		<p>a) Name of 2nd Work:</p> <p>b) Work order/Agreement No. & Date:</p> <p>c) Cost:</p> <p>d) Stipulated date of completion as per</p>	

		contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization / Private clients h) In case of Non-government organization TDS certificate (Form 16A) to be enclosed	
OR			
III)	One Work of value Rs. 1744016.4/- each of similar nature i.e. Similar work means minimum 02 Years experience for Providing manpower for Airports/Airlines/GHA/ facility management services/ Sales, Maintenance/ Office Support/Housekeeping/ Passenger Baggage Trolley Retrieval Service/ facilitation services (i.e. Swagat Seva, Meet & Greet services etc.) at Hotels/Government Organizations/Airports/Malls/Corporate offices/MNCs etc.		
i)		a) Name of Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization / Private clients h) In case of Non-government organization TDS certificate (Form 16A) to be enclosed	
f)	TURNOVER:	Year INR (in Lacs)	

	Annualized average financial turnover equivalent to Indian Rs. 13.08 Lakhs during last three years ending 31 st March of the previous financial year.	2019-2020 2020-2021 2021-2022 Average :	Proof of turnover enclosed (Abridged balance sheet and profit & loss A/C) : Yes / No
g)	Permanent Account No. (PAN)		Attached: Yes /No
h)	GSTIN No. / GST Registration certificate	GST No. _____	Copy Enclosed: Yes /No
i)	Scanned copy of EPF registration certificate		Attached: Yes / No
j)	Scanned copy of ESIC registration certificate		Attached: Yes / No
k)	Scanned copy of duly self certified Proforma regarding nonblacklisting/debarring of firm.		Copy Enclosed: Yes / No
l)	Scanned copy of affidavit (regarding payment of minimum wages & deduction of ESI/EPF on non judicial stamp paper value of Rs 100/-		
m)	Scanned copy of digitally signed tender document.		Copy enclosed: Yes/ No
4	Envelope-II:-		
a)	Financial/Price Bid	To be quoted online through GeM portal http://gem.gov.in	Uploaded on GeM portal: Yes/No

DECLARATION FOR GENUINENESS OF DOCUMENTS

I (_____) hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake/incorrect, my EMD may be forfeited and action as deemed fit by AAI, Calicut International Airport can be taken against me.

Place: _____

Date: _____

Signature with stamp
Authorized Signatory of the Agency/Firm

.....
Note: Bidders are requested to fill up the required data in the above Performa

TENDER DECLARATION

I/We have read and examined the notice inviting tender, schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable. We agree to keep the tender open for Ninety (90) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/ we fail to commence work as specified, I/we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 8.1 , 8.2 of Clauses of Contract of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date.....

Witness:

Signatures of Contractor

Postal Address

Address:

Occupation:

AIRPORTS AUTHORITY OF INDIA

General Rules & Directions

1. All work proposed for execution by contract were notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers. This form will state the work to be carried out, as well as the date for submitting and opening of 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 and Performance guarantee to be deposited by the successful Tenderer and the percentage, if any, to be deducted from bills.
2. In the event of the tender being submitted by a firm, 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.
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.
4. Any person who submits an tender shall follow the customized format of GeM 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. No single tender shall include more than one work, but contractors who wish to tender for two works shall submit separate tender for each.
5. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
6. The officer inviting tender or his duly authorized representative will open tenders in the GeM portal, and the GeM portal 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.
7. 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.
8. 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. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection. Correction if any, shall be initiated.

9. 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 contractor in item rate tender in figures shall be accurately filled in so that there is no discrepancy in the rates. In event no rate has been quoted for any item(s), 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.
10. 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.
11. All rates shall be quoted in item section on GeM portal as Envelope II / Price Bid
 - (i) The contractor, 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.
 - (ii) In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted. The Security deposit 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.
 - (iii) Security deposit will also be accepted in form of Fixed Deposit Receipts / Guarantee Bonds of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative shall be communicated in writing to the Airport Director .
13. The contractor shall give a list of AAI employees related to him.
14. The contractor shall submit list of works which are in hand (progress) in the following form:-

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

15. The contractor 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 Airport Director / Jt. General Manager (OPS) 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.

GENERAL CONDITIONS OF CONTRACT

Definitions

1. The contract 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 and instructions issued from time to time by the Airport Director and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

 - (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

 - (iii) The Contractor shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

 - (iv) The Authority or Airports Authority of India means the Chairman, Airports Authority of India.

 - (v) The Airport Director means the Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule hereunder.

 - (vi) AAI shall mean the Airports Authority of India.

 - (vii) The terms Member (operation) means the head of Department of Operations, Airports Authority of India.

 - (viii) Accepting Authority shall mean the authority mentioned in Schedule.

 - (ix) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, 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.

- (x) Market Rate shall be the rate as decided by the Airport Director 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 to cover, all overheads and profits.
- (xi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
- (xii) Department means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.
- (xiii) Tendered value means the value of the entire work as stipulated in the letter of award.

3 Works to be carried out

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all manpower, 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, manpower necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles

4 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the of 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.

5 Discrepancies and adjustment of errors

- 5.1 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.
- 5.2 Any error in description, quantity or rate in Schedule of Quantities or any omission the reform 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 specifications or from any of his obligations under the contract.
- 6 Signing of Contract The successful Tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :

- (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 upto the date stipulated in Schedule along with annexure thereto.
 - (b) AAI Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors.
 - (d) AAI Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum 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 fixed deposit receipts or guarantee bonds of Nationalised Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a fixed deposit receipts or Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, 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 there from, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipts or Guarantee Bonds tendered by the Nationalised bank or Scheduled Banks (but not any Co-operative or Gramin bank) 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 Nationalised Bank or 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.

The Security Deposit shall be refunded after 180 days from the work being declared complete and completion certificate being recorded.

CLAUSE 2

When Contract can be Determined

Subject to other provisions contained in this clause, the Airport Director may, without prejudice to his any other rights or remedy against the contractor in respect of any delay,

inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases :

- i) If the contractor having been given by the Airport Director a notice in writing to rectify any defective work or that the work is being performed in an inefficient or otherwise improper or non-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 so that in the opinion of the Airport Director (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Airport Director .
- iii) If the contractor fails to complete the work within the stipulated period or items of work with individual period of completion, if any stipulated, on or before such period of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Airport Director.
- 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 Airport Director.
- 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 Airport Director.
- vii) If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- 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, 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 Airport Director. When the contractor has made himself liable for action under any of the cases aforesaid, the Airport Director on behalf of the AAI shall have powers :
 - (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Airport Director shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor 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 Airport Director, 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 Airport Director has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 2A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 3

Contractor liable to pay compensation even if action not taken under Clause-2. In any case in which any of the powers conferred upon the Airport Director 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 Airport Director 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 Airport Director 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 Airport Director) 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 Airport Director , whose certificate thereof shall be final, and binding on the contractor, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Airport Director 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 Airport Director as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 4

Time and extension of the contract

The time allowed for execution of the Works as specified in the Schedule 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 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 absolutely.

CLAUSE 5

Payment of final bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Airport Director 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 Airport Director, 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 Airport Director or his authorised representative complete with account of materials issued by the Department and dismantled materials.

If the tendered value of work is up to Rs.5 lacs	:	3 months
If the tendered value of work exceeds Rs.5 lacs	:	6 months

CLAUSE 6

Payment of Contractor's Bills to Banks

Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Airport Director.

- (i) Information as per Performa attached.
- (ii) An authorisation in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and
- (iii) His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Airport Director of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Airports Authority of India.

CLAUSE 7

Work to be executed in Accordance with contract etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner in every respect in strict accordance with the specifications. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works, 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 cleaning.

CLAUSE 8

Deviations / Variations Extent and Pricing

The Airport Director shall have power

- (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications 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 Airport Director 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.

8.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Airport Director.

8.2 Deviation, Extra Items and Pricing

In the case of extra item(s) (items that are completely new, and in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Airport Director shall within Six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

8.3 Deviation, Deviated Quantities, Pricing

Any operation incidental to or necessarily has to be in contemplation of Tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 9

Foreclosure of contract due to Abandonment or Reduction in Scope of Work, if at any time after acceptance of the tender, AAI shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Airport Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site.

CLAUSE 10

Suspension of Work

- (i) The contractor shall, on receipt of the order in writing of the Airport Director, (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 Airport Director 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 Airport Director.

- (ii) If the suspension is ordered or reasons (b) and (c) in sub-para (i) above:

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

Where it affects only a part of the works as on omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Airport Director. 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.

CLAUSE 11

Action in case Work not done as per Specifications

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

If it shall appear to the Airport Director or his authorized subordinates in charge of the work or to the Airport Director or his subordinate officers or the officers of the organization engaged by the Department for quality Assurance or to the Chief Vigilance Officer or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within 10 days of the completion of the work from the Airport Director specifying the work, complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, the work so specified in whole or in part, as the case may require or as the case may be,. In the event of the failing to do so within a period specified by the Airport Director in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non- completion of the work in time) for this default.

In such case the Airport Director 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 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, at the risk and cost of the contractor. Decision of the Airport Director to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 12

Contractor Liable for Damage, Defects

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 contract whichever is earlier.

CLAUSE 13

Recovery of Compensation paid to Workmen

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

CLAUSE 14

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and

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

CLAUSE 15

Labour laws to be complied by the Contractor.

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the contract workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Contract Welfare Cess Act, 1996.

It shall be the sole liability of the contractor (including the Contracting firm / company) to obtain and to abide by all necessary licenses / permissions from the authorities the concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

CLAUSE 15 A

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

CLAUSE 15B

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the AAI Contractor's Labour

Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.

- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions unauthorised made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv)
 - (a) The Airport Director 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, nonpayment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Airport Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to nay labours and pay the same to the persons entitled thereto from any money due to the contractor by the Airport Director concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest the question of extra payment for weekly holiday would not arise.

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 there under from time to time.

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 with prejudice to his right to claim indemnity from his sub-contractors.

- v) 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.

- vi) 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 Worker and that Worker 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.
- vii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the worker from the wage of workmen.
- viii) The minimum wages payable to the workmen shall be the higher of the two, i.e. minimum wages published by the Chief Labour Commissioner, Ministry of Labour and Employment New Delhi (Central Govt.) (OR) published by the State Govt.

CLAUSE 15 C

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

CLAUSE 15 D

The contractor shall submit by the 4th and 19th of every month, to the Airport Director a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to him,
- (4) 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
- (5) 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 Airport Director shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 15 E

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

CLAUSE 15 F

Leave and pay during leave shall be regulated as follows:

1. Leave:
 - i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
 - ii) In the case of miscarriage - up to 3 weeks from the date of miscarriage.
2. Pay:
 - i) In the case of delivery – leave pay during maternity leave will be at the rate of women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix-I and II, and the same shall be kept at the place of work.

CLAUSE 15 G

In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Airport Director shall be final and binding on the parties.

Should it appear to the Airport Director that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed the contractor (s) (hereinafter referred as “the said Rules”) the Airport Director 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 Airport Director 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 Airport Director 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 Airport Director shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor (s).

CLAUSE 15 H

The Airport Director 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.

CLAUSE 15 I

It shall be the responsibility of the contractor to see that the building under service is not occupied by anybody unauthorized during cleaning, and is handed over to the Airport Director with vacant possession of complete building. If such building though completed is occupied illegally, then the Airport Director 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 up to 5% of tendered value of work may be imposed by the Airport Director whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Airport Director, through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 16

Minimum Wages Act to be complied with

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

force from time to time.

CLAUSE 16 (A)

Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948.

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.
- c) The contractor by 20th 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.
- d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.
- e) Wherever ESI is not applicable, agency shall take a group of mediclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee.

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.

CLAUSE 17

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of Airport Director. 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 Airport Director on behalf of the AAI shall have power to adopt the course specified in Clause 3 hereof in the interest of AAI and in the event of such course being adopted, the consequences

specified in the said Clause 3 shall ensue.

CLAUSE 18

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

CLAUSE 19

Changes in firm's Constitution to be intimated

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

CLAUSE 20

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

CLAUSE 21

(i) Dispute Resolution Mechanism and Arbitration

Except where otherwise provided in the contract, all questions and disputes claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract shall be dealt with as mentioned hereinafter.

(ii) Through Dispute Resolution Committee:

Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Airport Director / Member (Operations) / Chairman, Airports Authority of India.

If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Officer-in-charge, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by Chairman, AAI.

DRC, thus constitute may act as 'conciliator' and will be guided by principles of 'conciliation' as

included in part III of Arbitration & Conciliation Act 1996, DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.

DRC will give its report within 45 days of its constitution. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence. It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

(iii) Adjudication through Arbitration:- Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Member (Operations) / Chairman, AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds 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

equally by both the parties.

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 venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 22

Contractor to indemnify AAI against Patent Rights

The contractor shall fully indemnify 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 Airport Director in this behalf.

CLAUSE 23

With-holding and lien in respect of sums due from contractor

(i) Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Airport Director 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 Airport Director 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 so security has been taken from the contractor, the Airport Director 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 Airport Director -in Charge of the AAI or any contracting person through the Airport Director pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Airport Director or AAI will be kept withheld or retained as such by the Airport Director 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) 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 Airport Director 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.

(i) AAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whatsoever.

Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Airport Director on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Airport Director.

CLAUSE 23A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Airport Director or the AAI or any other contracting person or persons through Airport Director against any claim of the Airport Director 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 Airport Director or the AAI or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Airport Director or the AAI will be kept withheld or retained as such by the Airport Director or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 24

Empanelment of technical staff and employees

Contractors Superintendence, Supervision, Supervisory staff & Employees

- i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The Contractor shall immediately after receiving letter of acceptance of the tender and before

commencement of the work, intimate in writing to the Airport Director, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal Supervisory representative to be charge of the work and other Supervisory representative (s) who will be supervising the work. Minimum requirement of such Supervisory representative (s) and their qualifications and experience shall not be lower than specified in schedule. The Airport Director 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 Supervisory representative and other Supervisory representative (s) shall be appointed by the contractor soon after receipt of the approval from Airport Director and shall be available at site before start of work.

All the provisions applicable to the principal Supervisory representative under the clause will also be applicable to other Supervisory representative(s). The principal Supervisory representative and other Supervisory representative (s) shall be present at the site of work for supervision at all times when any cleaning activity is in progress and also present himself/themselves, as required to the Airport Director and / or his designated representative to take instructions. Instructions given to the principal Supervisory representative or other Supervisory representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Supervisory Representative and other Supervisory 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 Airport Director and shall also note down instructions conveyed by the Airport Director 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 Airport Director – 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 Airport Director-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such Supervisory 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 and the decision of the Airport Director-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 Supervisory Principal Supervisory representative and / or other Supervisory 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 Airport Director-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other Supervisory 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 Supervisory representative (s) alongwith every on account bill / final bill and shall produce evidence if at any time so required by the Airport Director- in-Charge.

- ii) The contractor shall provide and employ on the site only such Supervisory 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 semi-skilled and unskilled labour as is necessary for proper

and timely execution of the work.

The Airport Director 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 Airport Director -in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Airport Director and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 25

- i) In respect of GST, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Airport Director after satisfying that it has been actually and genuinely paid by the contractor.
- ii) 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.
- iii) 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.

CLAUSE 26

Conditions for reimbursement of levy / taxes if levied after receipt of tenders.

- i) All tendered rates shall be inclusive of all taxes and levies (except GST) payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Airport Director (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of AAI or the Airport Director and further shall furnish such other information / document as the Airport Director may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Airport Director that the same is given pursuant to this condition together with all necessary information relating thereto.

CLAUSE 27

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Airport Director on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 28

If relative working in AAI then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 29

No officer of any Dept. of AAI to work as Contractor within two years of retirement

No person or any officer employed in terminal or administrative duties in any department of AAI shall work as a contractor or employee of a contractor for a period of two years after his retirement from AAI service without the previous permission of AAI in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of AAI as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 30

Apprentices Act provisions to be complied with

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

CLAUSE 31

Release of security deposit after labour clearance

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 Airport Director. The Airport Director, 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.

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. All necessary personal safety equipment and protective gears as considered adequate by the Airport Director 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 while executing the work under contract.
3. 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 Airport Director of the department or their representatives.

Notwithstanding the above clauses from (1) to (3), there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

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

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

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

5. AMENDMENTS

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

AIRPORTS AUTHORITY OF INDIA

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the AAI Contractors Labour Regulations.

2. DEFINITIONS

- (i) **Workman** means any person employed by AAI or its contractor directly or indirectly through 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 day 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 18 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. General Working Hours

- (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 Airport Director to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Airport Director under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Airport Director or authorised representative of the Airport Director 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 Airport Director or the authorised representative of the Airport Director 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:

‘All wages to the work men under the contract will be done through bank transfer in their respective bank accounts . A certified copy of Bank Transfer details duly signed by Bank Authorities has to be submitted along with the bill.’

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 IV)
- (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 V).
- (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 VI)

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)
- vi) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- vii) 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 format (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 (Appendix-IX).

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 Airport Director or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Airport Director 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 Airport Director after Labour officer has given his decision on such appeal.

Airport Director shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - a) An officer of an association of employers of which he is a member.

- b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
 - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSION OF RETURNS

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

18. AMENDMENTS

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

प्रसूति प्रसुविधाओं का रजिस्टर (लेके की शर्तों का खण्ड 19-घ)

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

ठेकेदार का नाम और पता

Name and address of the contractor

कार्य का नाम और स्थिति

Name and location of the work

कर्मचारी का नाम	पिता/पति का नाम	नियोजन का स्वरूप	वास्तविक नियुक्ति की अवधि	तारीख जिसको प्रसवावस्था की सूचना दी गई
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

तारीख जिसको प्रसूति छुट्टी प्रारम्भ हुई और समाप्त हुई
Date on which maternity leave commenced and ended

प्रसव/गर्भपात की तारीख
Date of delivery/
miscarriage

प्रसव की दशा में
In case of delivery

गर्भपात की दशा में
In case of miscarriage

प्रारम्भ हुई
commenced

समाप्त हुई
Ended

प्रारम्भ हुई
commenced

समाप्त हुई
Ended

6

7

8

9

10

कर्मचारी को संदत्त छुट्टी वेतन
Leave Pay paid to the employee

प्रसव की दशा में
In case of delivery

गर्भपात की दशा में
In case of miscarriage

टिप्पणियाँ
Remarks

छुट्टी वेतन की दर
Rate of leave pay

संदत्त रकम
Amount paid

छुट्टी वेतन की दर
Rate of leave pay

संदत्त रकम
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**

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.

Proforma of Registers

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 (See Rule 75)

Register for Workmen Employed by Contractor

S. No.	Name and Surname of Workman	Age and Sex	Father's / Husband's Name	Name and Employment Designation	Permanent home address of Workman (Vill. And Tehsil, Taluk and District)	Local Address	Date of commencement of employment	Signature / Thumb impression of the workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Proforma of Registers Appendix V

Form – XVI (See Rule 78 (2) (a)) Muster Roll

Name and address of contractor

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

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

S.No.	Name of workman	Sex	Father's / Husband's Name	Date	Remarks
1	2	3	4	5	6

**Form – XVII (See Rule 78 (2) (a))
Register for Wages**

Name and address of contractor

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

Name and address of Principal Employer Wages

Period For the month of fortnight

S. No.	Name of Workman	Serial in the register of workman	Designation / Nature of Work done	No. of days worked	Units of work done	Daily rate of wages / piece rate	Amount of wages earned					Deduction if any (indicate nature)	Net Amount paid	Signature / Thumb impression of the workman	Initial contractor or his representative
							Basic wages	Dearness allowances	Overtime	Other cash payments (indicate nature)	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

मजदूरी कार्ड संख्या / Wage Card No. मजदूरी कार्ड WAGE CARD

देखेंदार का नाम व पता..... जारी करने की तारीख.....
Name and Address of Contractor Date of Issue

कार्य का नाम व स्थान..... पद.....
Name and location of work Designation

मजदूर का नाम..... मास / पक्ष.....
Name of workman Month/Forenight

मजदूरी की दर.....
Rate of Wages

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

प्रातः..... दर.....
Morning Rate

सायं..... रकम.....
Evening Amount

हस्ताक्षर.....
Initial

..... से अपनी मजदूरी के..... रुपये प्राप्त किए.....
Received from the sum of Rs. on account of my wages

यह मजदूरी कार्ड की तारीख से एक मास तक के लिए वैध है। हस्ताक्षर Signature.

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

(कृपया नियम 76 देखें)
[See rule 76]

रोजगार कार्ड
Employment Card

ठेकेदार का नाम व पता

Name and address of contractor.....

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

Name and address of establishment under which contract is carried

कार्य का नाम व स्थान

Name of work and location of work.....

मुख्य नियोक्ता का नाम व स्थान

Name and address of Principal Employer.....

1. मजदूर का नाम

Name of the workman.....

2. लगाये गए मजदूरों के रजिस्टर में क्रम संख्या

Sl. No. in the register of workman employed.....

3. रोजगार/पद का नाम

Nature of employment/designation.....

4. मजदूरी की दर

(पीस वर्क के बारे में एकक के ब्यौरा सहित)

Wage rate (with particulars of unit in case of piece work).....

5. मजदूरी की अवधि

Wage period.....

6. रोजगार की अवधि

Tenure of employment.....

7. टिप्पणी

Remark.....

ठेकेदार के हस्ताक्षर
Signature of contractor

Appendix IX
Form – XV (See Rule 77)

Service Certificate

Name and address of contractor

Nature and location of work.....

Name and address of workman

Age / Date of birth.....

Identification Marks

Father's / Husband's Name

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

Name and address of Principal Employer

S. No.	Total period for which employed		Nature of work done	Rate of wages (with particulars of unit in case of piece rate)	Remarks
	From	To			
1	2	3	4	5	6

Signature

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 Willful 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 behaviour
- 6 Habitual negligence.
- 7 Smoking near or around the area where combustible or other materials are locked
- 8 Habitual Indiscipline
- 9 Causing damage to work in the progress or to property of the AAI or of the contractor.
- 10 Sleeping on duty.
- 11 Malingering or slowing down work.
- 12 Giving of false information regarding name, age, father's name, etc.
- 13 Habitual loss of wage cards supplied by the employer's
- 14 Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place
- 15 Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
- 16 Making false complaints and/or misleading statements.
- 17 Engaging on trade within the premises of the establishments.

- 18 Any Unauthorised divulgence of business affairs of the employees.
- 19 Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
- 20 Holding meeting inside the premises without previous sanction of the employers.
- 21 Threatening or intimidating any workman or employer during the working hours within the premises

Form – XII (See Rule 78 (2) (d))
Register of Fines

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Act / Omission 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 fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Proforma of Registers
Appendix XII

Form – XX (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.....

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	Date of recovery		Remarks
									First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12

Proforma of Registers
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.....

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose (s) for which advance given	No. of installments by which advance to be repaid	Date and amount of each installment repaid	Date by which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Proforma of Registers
Appendix XIV

Form – XXIII (See Rule 78 (2) (e)) Register of Overtime

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Designation / Nature of employment	Date on which overtime worked	Total overtime worked or production 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

SCHEDULE-A

SCHEDULE

Reference to General Conditions of Contract.

Name of work: "JOB WORK FOR PASSENGER BAGGAGE TROLLEY (PBT) RETRIEVAL SERVICES AT CALICUT INTERNATIONAL AIRPORT, MALAPPURAM"

- (i) Estimated cost of work : Rs 21,80,020.5/-(Including GST and Excluding PF,ESIC& Bonus)
- (ii) Earnest money : Rs 43,600.41/-
- (iii) Security Deposit : 10% of contract value of work
- (iv) Time period of completion : 06 Months

It is further extendable upto 06 Months on requirement by AAI and on satisfactory.

Before quoting rates in financial bid, the bidders are advised to read the full description of respective items & unit of Abstract of Quantities mentioned in SOQ in conjunction with the short description of items & unit.

CLAUSES OF CONTRACT

Officer inviting tender : Jt. GM(OPS) ,
O/o JGM(OPS), DEPT OF OPERATIONS, Airports Authority of India,
CALICUT INTERNATIONAL AIRPORT,

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 8.2 & 8.3 **See Below 30 %**

Definitions:

1.	Office Inviting tender	O/o JGM(OPS), Airport Airports Authority of India, CALICUT INTERNATIONAL AIRPORT
2.	Accepting Authority	As per delegation of power
3.	Department	AAI
4.	Standard A.A.I. Contract Form	Job work for Passenger Baggage Trolley (PBT) Retrieval service Tender Corrected up to date

Clause 4

Number of day from the date of issue of letter acceptance for reckoning date of start : **15 days**

Clause 7

Specification to be followed for execution of work : Specifications Given In Special Conditions Of Contract

Clause 8

8.2 Deviation limit beyond which :
& 8.3 clauses 8.2 & 8.3 shall apply **30%**

Clause 11

Competent Authority for deciding reduced rates : Airport Director

Clause 24

Sl. No.	Manpower per shift	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling minimum manpower strength.
1.	5 No. s	Trolley retrievers	1.5x times of minimum wages for first two instances in month 2 x times of minimum wages for third instance onwards

WORK DIARY

PART-A

1. Name of Work
2. Contract Agreement No.
3. Date of Acceptance
4. Name and Registered address of Contractor
5. contract Sum
6. Period of Contract
7. Name and local address fo Contractor/contractor's Agent
8. Date of First Works order
9. Date of handing over the site to contractor
10. Date of commencement of work
11. Stipulated date of completion of Contract
12. Suspension orders showing duration and authority
13. Extended date of completion with authority
14. Date of actual completion of work
15. No. of shifts under this contract

PART B

DAILY RECORD

1. Shift
2. Labour engaged by contractor

Un-Skilled			
Category	No.		
Trolley Retrieval staff			

3. Remarks of Visiting Officer

Dated signature of Airport Director
or representative

Dated signature of contractor or his
authorized agent

AGREEMENT FORM
(To be printed on - stamp paper of appropriate Value)

This agreement made this (date in figures & 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 _____ (here in after referred to as “AAI” which expression shall include its administrators, successors, executors and assign of the One part and M/s._____(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 WORK FOR PASSENGER BAGGAGE TROLLEY (PBT) RETRIEVAL SERVICES AT CALICUT INTERNATIONAL AIRPORT, MALAPPURAM**” (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 tender application dated _____ and other subsequent referred letters. AAI accepting his tender offer awarded the work to the contractor on the terms and conditions contained in its acceptance _____ letter _____ No. AAI _____ Dated _____ and documents, terms and conditions referred to therein which have been accepted by M/s. _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER:

AAI has awarded the contract to the contractor, for the work of “**JOB WORK FOR PASSENGER BAGGAGE TROLLEY (PBT) RETRIEVAL SERVICES AT CALICUT INTERNATIONAL AIRPORT**” on the terms and conditions contained in its acceptance letter No. AAI _____ Dated _____ and documents referred to therein. The award has taken effect from the date of letter of Award. 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)

S.No.	Name of the Documents	Page No.
01.	Award letter of AAI	Dated: -
02.	Contractor’s Tender Application No.	Dated: -
03.	Envelope cover-I	-
04.	Tender Documents	-
05.	Notice Inviting Tender	-

- 06. Tender forms -
- 07. General Conditions of Contract -
- 08. Special Conditions of Contract -
- 09. Schedule of quantities -
- 10. Envelope cover-III -
- 11. All correspondences between AAI & Contractor before award of work. -

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 AAI on its letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by AAI in its letter of Award 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.

The scope of contract, consideration, terms of payment, wherever applicable, insurance, liquidated damages, period of completion and all other terms and conditions are contained in aforesaid tender documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of agreement.

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 in-consistency 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 both the parties.

Any notice 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 at the address mentioned hereby in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/_____Dated:

In witness whereof, the parties have executed these presents, day, month and year first above mentioned at_____.

Contractor’s signature

Signature for AAI

WITNESS:

WITNESS:

- 1.
- 2.

- 1.
- 2.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1** Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications, and any other documents forming part of this contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.3** Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be **deemed to over-ride** the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. PERIOD OF CONTRACT

- 2.1** The contract shall be reckoned for a period of 06 months from the date of handing over of site or from stipulated date of commencement as per work order (acceptance letter) whichever is later. The works shall be executed strictly as per time schedule mentioned in NIT.
- 2.2** The contract period may also be extended for further period of 6 months if needed by AAI on the same terms and conditions of the work order /Agreement and this decision of AAI will be binding on contractor.
- 2.3** No additional payment shall be made to the contractor for any additional shift work or other incentive methods contemplated by him in his work Schedule, even though the time schedule is approved by the Airport Director or his authorised representative.
- 2.4** AAI reserves the right to terminate the contract wholly or partially by giving 30 days advance notice in writing to the contractor. However, if in the opinion of the officer- in-charge, the contractor is not doing the work satisfactorily as per the terms and conditions of contract, then the contract can be terminated with immediate effect without giving any reasons thereof.
- 2.5** The successful Tenderer must operate the contract for minimum 50% of the total contract period, failing which the contractor/agency may be debarred from participating in any tender in AAI for a minimum period of two years.

3. SCHEDULE OF QUANTITIES

- 3.1** The Schedule of Quantities shall be read in conjunction with General Conditions of Contract, Special Conditions of Contract, and any other Document forming a part of this tender. The quantities shown against the various items are only approximate and subject to variations as made in General Conditions of the Contract.

4. RATES, SUBMISSION OF BILLS & COMPLIANCE OF STATUTORY REQUIREMENTS:

- 4.1 The price quoted shall be inclusive of GST for the entire period of contract excluding PF, ESIC & Bonus.** The rates quoted by the bidder are valid for THE ENTIRE CONTRACT PERIOD, **no escalation** is payable during the period of the contract or for the **extended period** of the contract.
- 4.2** The rates quoted shall be in Indian Rupees only and inclusive of GST, what so ever including excise duty, VAT/Sales tax, labour cess, Octroi, if any, work contract tax, applicable customs duty in case of imported items, labour, tools & plants, packing freight / transportation of items from factory up to the installation site & insurance up to the site, loading, unloading and hoisting arrangement for installation, fee(s) for testing, inspection documents including the fee(s) payable for obtaining statutory license / approval etc. from concerned department including GST.
- 4.3** GST will be applicable as per prevailing govt. rules. GST, if applicable, paid by contractor for this work will be reimbursed by AAI on actual basis on production of documentary evidence.
- 4.4** The quoted rate should **not** include statutory components of PF, ESI, and Bonus as per the prevalent Govt. guidelines. All the payment will be reimbursed on production of documentary evidence/proof of depositing/proof of remittance of such amount to statutory, regulatory authorities. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in-charge.
- 4.5 The contractor should quote the rates very carefully in SCHEDULE OF QUANTITIES considering current rates of minimum wages (as detailed in para 4.6 below) & all statutory requirements as detailed below. Quoted rates by the firm should include, the following cost components:**
- i. Total manpower cost based on actual wages to be paid as per labour act by the firm per day per worker (should not be less than minimum wages rates applicable from time to time).
 - ii. Profit and overhead charges
 - iii. Taxes and duties as applicable including GST.
 - iv. Any other cost component which may have direct or indirect effect on execution of this contract.
- 4.6** The contractor shall pay the wage rate not less than minimum wages insisted by State/Central Govt., whichever is higher.
- Current rates of **minimum wages are as follows:**
- | | | |
|-------------------|----------|-------------------|
| Un-Skilled | : | Rs. 595.00 |
|-------------------|----------|-------------------|
- 4.7** The agency will be entitled to get reimbursement of hike in minimum wages as notified by the Government from time to time. The reference for the reimbursement of wage difference will be as mentioned at Para 4.6 above.
- 4.8** The reimbursement for the employer contribution of the PF & ESI shall be made to the agency on receipt of documentary evidence i.e. challan with detailed statement of each manpower in the subsequent bill.

- 4.9 The contractor is required to pay bonus as per Govt. Norms, which shall be reimbursed to the agency on receipt of documentary evidence after due verification by AAI representative in the subsequent bill.
- 4.10 All the payment (i.e. Wages, Bonus, N/H and Labour Day etc.) is to be made to the workers by RTGS/NEFT only.**
- 4.11 The payment to the workmen engaged by the contractor has to be made on or before 7th of every month, otherwise a penalty of **Rs 500.00** per default per employee will be imposed on contractor which will be recovered from his dues. The wage register will be counter-signed by representative of AAI with the remarks:
 “Certified that the amount shown in the column no. _____ has been paid to the workmen concerned through RTGS/NEFT on _____”.
- 4.12 The contractor has to maintain the wage & OT register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.
- 4.13 The Security deposit amount will be released on the completion of six months from date of completion of work or on confirmation of processing workers application form submitted to EPF Department for refund/transfer of their fund whichever is later.
- 4.14 The payment will be made **monthly** to the contractor on receipt of bill along with following supporting documents after deducting security deposit, other statutory deduction etc. which the contractor may become liable
- a) Proof of payments made on account of Wages, OT paid to workers.
 - b) Copy of muster roll duly signed.
 - c) Copy of wage, attendance, OT Register etc. duly signed.
 - d) Challans deposit towards EPF with the details of amount deposited against each manpower deployed.
 - e) Challans deposit towards ESI with the details of amount deposited against each manpower deployed.
 - f) Challans for any deduction made from the wages.
 - g) Other required documents as directed by WIC/representative of WIC.
- 4.15 **Income Tax/Work Contract /Cess Deduction:** The taxes will be recovered from each running bill of the contractor as per the prevailing government rules at the time of payment.
- 4.16 Final bill will be worked out at the accepted tender rates. The amount of final bill to be paid will be restricted to the lowest of the all the parties participated in tender.
- 4.17 **Min. Wage act, P. F. & E.S.I.:** - The contractor will comply with Provisions of various applicable statutory enactments including the Employees Provident Fund Act 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1928, the Payment of Wages Act, 1936 , the workmen’s Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.
- 4.18 The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.

5. CONTRACT AGREEMENT

- 5.1 The contract agreement shall be executed on a **non-judicial stamp paper of value Rs.200/-** and cost of the stamp paper shall be borne by the Contractor.
- 5.2 Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI

6. SCOPE OF WORK & MANPOWER

- 6.1 The agency/company will be responsible for providing manpower for Passenger Baggage Trolley(PBT) Retrieval services at Calicut Airport.
- 6.2 Subject to the provisions in the tender document and without prejudice to contractors' liabilities and responsibilities to provide qualified and skilled personnel on the work .
- 6.3 Contractor shall deploy site organization and augment the same as decided by the Airport Director or his authorised representative depending on the exigencies of work. No staff deployed at site shall be removed from the site without prior approval of the Airport Director or his authorised representative.
- 6.4 Minimum Number of Manpower required for Passenger Baggage Trolley(PBT) Retrieval services at CALICUT INTERNATIONAL Airport will be **15 (fifteen) Passenger Baggage Trolley(PBT) Retrieval staff (unskilled) per day (3 shifts)** on round the clock basis.

Minimum Number of Manpower per shift	
Category of manpower	Terminal
Passenger Baggage Trolley (PBT) Retriever Staff (Un-Skilled)	5

- 6.5 Shift timings & working hours will finalized by the contractor after approval of AAI. Contractor shall make arrangement for provision of weekly off to their employees. Nothing extra shall be paid on this account by the AAI.
- 6.6 AAI can change deployment pattern / manpower per shift as per requirement.
- 6.7 Plan chart for deploying manpower shall be submitted by the contractor to the undersigned before commencement of the work. The expenditure incurred towards stationeries for the above work shall be borne by the contractor.
- 6.8 The manpower provided by the agency/company for position should have following Qualification & experience. The credentials of the manpower supplied by the contractor will be duly attested & submitted by agency before start of work.

(a) **Passenger Baggage Trolley(PBT) retrieval staff (Un-Skilled) Should be physically fit.
Preferably below : 50 years**

(b) Work-in-charge can shift any manpower from his duty/shift as per the operational requirement

Passenger Baggage Trolley(PBT)s Retrieval staff (Un-Skilled):-

- I. Retrieval of Passenger Baggage Trolley(PBT)s from Departure to designated city side area in front of Departure. Passenger Baggage Trolley(PBT)s should be regularly retrieved from near check-in counter areas.
- II. Retrieval of Passenger Baggage Trolley(PBT)s from city side area to the Arrival as per approved deployment plan.
- III. Retrieval/Shifting of Passenger Baggage Trolley(PBT)s from Departure to arrival and vice versa as per requirement.
- IV. Retrieval/ Shifting of Passenger Baggage Trolley(PBT)s from one terminal to another as per requirement.
- V. Collecting scattered Passenger Baggage Trolley(PBT)s from all the areas in and around the Terminal Building, Kerb side , Car Park, ITB, DTB, NIAB city side area etc. and re-distributed in accordance with the Passenger Baggage Trolley(PBT) deployment plan.
- VI. Shall clean the Passenger Baggage Trolley(PBT)s and ensure that they are in presentable manner, free from dust accumulation, stickers and grease.
- VII. Providing Passenger Baggage Trolley(PBT) to persons requiring special assistance like VIPs , Senior citizen, Pregnant ladies, Ladies with infant, PRM passenger etc. on priority as per directions of DTM.

Note: - The Scope of work mentioned above are just for reference purpose only. The work is not limited to those mentioned above. Scope of work may change during the currency of contract. JGM(OPS) or his/her authorized representative may direct any task for smooth & orderly Passenger Baggage Trolley(PBT)s Retrieval for passenger facilitation.

Agency will provide uniform to the deployed manpower design/color of which will be approved by AAI. The uniform will have the agency's Logo. The deployed manpower should be of sound health.

7. Contractor responsibility and Obligation

- 7.1 Authority shall initially supply Approx. 1550 nos. of Passenger Baggage Trolley(PBT)s to the contractor in serviceable condition for retrieval. Additional trolleys, on operational need basis will be provided by AAI. No additional payment/deduction shall be made for increase / decrease in number of Passenger Baggage Trolley(PBT)s. The Passenger Baggage Trolley(PBT)s shall remain the property of Airports Authority of India.
- 7.2 The contractor shall submit the Operation and Management plan for retrieval of Passenger Baggage Trolley(PBT) plan prior to start of business. Management plan should include man power deployment plan, performance parameters , availability of Passenger Baggage Trolley(PBT) at predetermined points, like Arrival, Departure, Porch area, retrieval in check in area, city side etc., serviceability status report and break down limit etc.
- 7.3 The contractor shall be required to deploy minimum number of persons per shift as per scope of work to retrieve the free baggage trolleys from various places of the Airport premises and position them at the specified position of terminal building and ensure safety of the Passenger Baggage Trolley(PBT)s. The contractor shall ensure that the work force, Passenger Baggage Trolley(PBT) retriever keeps of changing in terms of location and timing on day to day basis.

- 7.4** The contractor shall regulate the use of free baggage trolleys by the passengers and retrieve them and position them in the specified areas of the terminal buildings.
- 7.5** The contractor/ retrievers shall not charge any fee, remuneration or any other consideration for use of trolleys by the passengers. If it is established that the contractor or their employees are demanding any money from the passengers for the use of free baggage trolleys, the contract is liable to be terminated or removal of its employee for rendering such services. The decision of AAI shall be final and binding.
- 7.6** The personnel employed by the contractor should be provided with uniform by the contractor at his own cost. Any violation will attract appropriate penalty, including termination of contract. Uniform should promptly display NO TIPS / NO CHARGES / FREE SERVICE, Name of the contractor and Employee.
- 7.7** All workmen deployed for the job shall be medically fit and contractor shall be responsible for character and antecedent of the workmen of the contractor.
- 7.8** AAI shall handover the Passenger Baggage Trolleys to the contractor at the start of the contract or in between as per requirement. Contractor shall be responsible for the safe custody of the Passenger Baggage Trolleys. On expiry or termination of the contract, the Contractor shall be responsible for handing over of all the trolleys in good condition back to AAI.
- 7.9** Un-serviceability of Passenger Baggage Trolley(PBT)s should be brought to the notice of Duty Terminal manager immediately. AAI shall do the necessary repairs and maintenance of the unserviceable trolleys.
- 7.10** Contractor shall maintain all the Passenger Baggage Trolley(PBT)s in the good condition. Any trolley missing and damage beyond repair due to negligence/mishandling, the cost of trolley shall be recovered from the contractor. In case of any missing trolleys, the cost of same shall be borne by the contractor at the value decided by the Airport Director. The decision of the Airport Director in this regard shall be final and binding on the Licensee.
- 7.11** It is the responsibility of the Contractor to see that the trolleys are used only for passenger baggage handling and the trolleys are not misused by any other agency operating at the Airport.
- 7.12** In case of any employee is found engaged in doing any other work which is not relevant to the scope of this contract, his entry permit shall be confiscated and cancelled and the contract shall dispense with his services forthwith and arrange replacement in his place immediately.
- 7.13** AAI reserves its right to withdraw Passenger Baggage Trolley(PBT)s, on operational need basis, for limited period
- 7.14** Contractor shall ensure that permits/sanction of Central Govt./State Govt./Local Govt. Bodies are obtained and displayed at Appropriate places.
- 7.15** No extra payment shall be made for increase in number of passengers or flights during currency of the contract
- 7.16** AAI may give advertisement rights on passenger baggage trolleys. Contractor shall have no objection regarding the same.

- 7.17** AAI may allow use of Passenger Baggage Trolley for its other work or facilitation of passengers by airlines. Contractor shall have no objection regarding the same.
- 7.18** Contractor shall maintain the trolleys in a proper manner to avoid damage to the trolleys. If any trolley is becoming unserviceable, the same should be reported to the Terminal Manager immediately with proper justification in writing, for cause of un- serviceability of trolleys.
- 7.19** The manpower for Passenger Baggage Trolley(PBT)s Retrieval staff (Un- Skilled) manpower may preferably be below 50 years of age and should have good health for proper trolley retrieval work at the airport.
- 7.20** Any complaint regarding the collection of any type of charge / payment from passengers, not behaving properly with passengers, misuse of trolleys, or any other complaints will lead to levy of penalty as per AAI norms.
- 7.21** The agency shall provide a mobile with SIM card having adequate balance to the in the shift for necessary coordination with AAI management. Quoted rated should include this component of cost, nothing extra shall be paid on this account. No other manpower in the shift should carry mobile with him while on duty.
- 7.22** The requirement of manpower may be increased/ decreased at the discretion of AAI during the currency of the contract. Payment shall be done at the rate quoted by the contractor.

Termination clause

- 7.23** That the contract shall be valid for the period of **06 Months** from the date of handing over of the site and can be terminated earlier on account of the following:
- a) By giving 30 days notice in writing from either side without assigning any reason.
 - b) Terminated by AAI on a short notice on account of un-satisfactory performance.
- 7.24** The contractor shall be fully responsible for all activities of his working staff.
- 7.25** The day to day position of the Passenger Baggage Trolley(PBT)s at the terminal building and the retrieval there of (bringing the trolley's from the Car Parking area, Retrieving trolleys from check in area etc., to the positioning place in the Terminal Building as required by AAI) shall be responsibility of the contractor and for this purpose. The Contractor shall employ at least minimum number of personnel as specified in the tender document.
- 7.26** Terminal Manager, AAI, is the Officer coordinating the retrieval, maintenance and upkeep of the Passenger Baggage Trolley(PBT)s. Contractor is required to undertake the retrieval and positioning of the trolleys in the terminal building in coordination with the Terminal Manager. Terminal Manager, AAI will periodically inspect the trolleys and count the trolleys and the contractor shall see that all the trolleys handed over to him are positioned in respective places.
- 7.27** The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the Public generally.
- 7.28** The contractor shall perform all works in substantial and acceptable manner in accordance with the plans and specifications and in accordance with such further instructions as may from time to time be given by the Airport Director or his authorised representative. The work must be

progressed within such sections and at each time as directed by the Airport Director or his authorised representative.

- 7.29** Contractor shall be responsible to recruit suitable persons for carrying out the work entrusted under this contract and they shall be contractor's workmen and AAI has no responsibility whatsoever in regard to the workmen so employed by agency for executing the aforesaid contract. If performance of any person deployed by contractor is not satisfactory, the same staff has to be replaced immediately.
- 7.30** The contractor shall obtain license under the Contract Labour (Regulation & Abolition) Act, 1970, and the license shall be kept valid by renewing it from time to time as required by the said act and shall comply with all the conditions stipulated under the Contract Labour (Regulation & Abolition) Act, 1970.
- a. The workmen employed by contractor for executing the above contract are paid at not less than the minimum wages fixed by the Government .
 - b. Similarly, contractor shall ensure that the working hours and other service conditions are the same as stipulated in the contract.
 - c. It shall be contractor's responsibility to provide all the amenities/facilities required to be provided to workmen under the Contractor Labour Act, and in particular provision of canteen services to workmen, rest room, drinking water facility, latrines and urinals and first aid facility.
 - d. Contractor shall maintain all registers and records required to be maintained under the various labour enactment and the rules framed therein.
 - e. Contractor shall ensure that the disbursement of wages and all other payments like bonus, overtime etc. is done through electronic transfer into the bank accounts of its employees. Contractor shall submit proof of the same to AAI as a proof of the actual disbursement of wages.
 - f. The workmen employed by contractor on AAI premise for executing the above contract shall be under contractor's disciplinary jurisdiction. They shall, however, be subject to the overall discipline of the AAI.
 - g. If any of contractor's workmen employed on AAI premises commit any misconduct it shall be contractor's responsibility to take disciplinary action against them in accordance with law.
 - h. Contractor shall fully comply with the provisions of the following labour enactment as may be applicable to you.
 - i. Minimum Wage Act , 1948
 - ii. Factory Act, 1948.
 - iii. Payment of Wages Act, 1936.
 - iv. Workmen's Compensation Act, 1923.
 - v. Employee's State Insurance Act, 1948.
 - vi. Employee's Provident Fund Act, 1952.
 - vii. Payment of Bonus Act, 1965.
 - viii. Any other labour enactment that may applicable to the Contractor or to Contractor workmen for execution of this contract.
- 7.31** In order to ensure that no liability on the part of AAI, it is agreed between the parties that the Security Deposit deducted will be released on the submission of labour clearance certificate from the Local Labour Enforcement Office (Central) after a period of six months from the date

the work being declared complete and completion certificate being recorded.

- 7.32 Contractor shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Contract.
- 7.33 That the Contractor shall maintain regular and proper account books along with supporting documents regarding contract in the said premises and said accounts / documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed.
- 7.34 That the contract shall have no right on Passenger Baggage Trolley (PBT) s provided to the contractor for retrieval. **Contractor shall not grant Advertisement rights or any logo on the trolleys provided to him for retrieval purpose.**
- 7.35 All the times during the currency of the contract agreement, it shall be the responsibility of the contractor to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets and trolleys handed over to him for retrieval.
- 7.36 That the contractor or his employees shall not charge anything from the passengers or staff for retrieval of trolleys.
- 7.37 That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the contractor to vacate the site and may give him alternative premises for the purpose of this contract. In such a case, the contractor shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the contractor shall not be entitled to claim any compensation.
- 7.38 The contractor shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
- 7.39 The contractor shall not erect or display any advertisement or signboards without obtaining the prior approval in writing of the Authority.
- 7.40 The contractor shall not terminate the contract before the expiry of the period of the contract except by giving 30 **days** notice in writing, otherwise the contractor shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the contractor. The contract can be terminated by the Authority by giving 30 days notice in writing without assigning any reason thereto.
- 7.41 All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises (*Eviction of Unauthorized Occupants*) Act and the rules framed there under which are now enforced or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act, 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative.

- 7.42** It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the Award of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
- 7.43** This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceeding hereunder. For the avoidance of doubt, the contractor hereto agree that the contractor shall pay to the Authority, fee and any other payments that may become due and payable, pending the Award in any arbitration proceedings hereunder. The contractor further agrees to deposit with the Authority, a Bank Guarantee for an amount equal to disputed amount (Initially valid for a period of 03 months and extendable automatically for a minimum period of 03months and till the decision of the arbitrator) under the Arbitration, pending the Award in the arbitration proceedings.
- 7.44** In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the contractor in complying with all or any of the conditions of the contract agreement, the Authority will be entitled and be at liberty to terminate the contract forthwith and assume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
- 7.45** The Authority and the contractor further agree that they are bound by the General Terms & conditions and Special Terms and Conditions found in annexed hereto.
- 7.46** The NIT including General Information / Guidelines and relevant tender papers of the successful bidder, along with the award letter / letter of intent issued, in favour of successful bidder shall also form part and parcel of the Contract agreement.
- 7.47** The Contractor shall not stock, sell, display, exhibit for sale any books, magazine, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the Licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- 7.48** The Contractor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director of the Authority.
- 7.49** On expiry of the Contract period or on termination of the Contract by the Authority on account of any breach on the part of the Contractor, the Contractor shall deliver the possession of the premises in good condition and in peaceful manner alongwith furniture, fittings, equipments and installations, if any, provided by the Authority. Further, Licensee shall remove his/their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods/materials at the cost & risk of the Contractor and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods/materials of the Contractor by public auction to recover the cost. The Contractor shall not be entitled to raise any objection in such an eventuality.

7.50

SCHEDULE OF PREMISES

1	Number of Passenger Baggage Trolley(PBT)s	1550 Passenger Trolley(PBT)s	Baggage
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8. POWERS OF AIRPORT DIRECTOR OR HIS AUTHORISED REPRESENTATIVE

- 8.1** The powers of the representative of the Airport Director or his authorized representative, are to watch and supervise the Works and to test and examine any activity to be done or workmanship employed in connection with the Works.
- 8.2** The Airport Director or his authorised representative may from time to time in writing delegate to his Representative any of the powers and authorities vested with the Airport Director or his authorised representative and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Airport Director or his authorised representative to the Contractor within the terms of such delegations shall bind the Contractor and AAI as though it had been given by the Airport Director or his authorised representative.
- 8.3** Failure of the Representative of the Airport Director or his authorised representative to disapprove any work shall not prejudice the power of the Airport Director or his authorised representative thereafter to disapprove such work.
- 8.4** If the Contractor is dissatisfied with any decision of the authorised representative of the Airport Director, he shall be entitled to refer the matter to the Airport Director who shall thereupon confirm, reverse or vary such decision.
- 8.5** The contractor shall have to intimate his PF account code no. allotted by regional PF commissioner, ESI registration no. allotted by ESI Corporation and labour license obtained as per the provisions of the contract Labour Act, 1970 within 15 days of award of work, failing which no payment shall be released to the contractor. Where ESI is not applicable contractor has to provide medical cards.
- 8.6** If any information furnished by the applicant is found incorrect at any stage not only his tender will be rejected/cancelled but he shall also be liable to be debarred for a period to be decided by the committee duly constituted by the competent authority for tendering/taking up of work in AAI. The department reserves right to verify the particulars furnished by the applicant independently.

9. SAFETY REGULATION:

- 9.1** In respect of all labourers and personnel employed directly and indirectly on the work, the contractor (i.e. the tenderer whose tender has been accepted by AAI) at his own expenses will have to make safety provisions to comply with the statutory regulation and agreement provisions.

9.2 During the execution of job, if any injury or damage occurs to any of contractor's worker or user/ passenger at Airport, AAI shall not be responsible and liable to pay any compensation. Contractor will be responsible in this regard.

10. SECURITY AND ENTRY PASSES:

10.1 Work is to be carried out in restricted area of the airport, necessary entry & security passes shall be obtained by the contractor for himself & his authorized representative, workers, supervisors, vehicle etc from the concerned authority. The AAI shall make no extra payment in this regard.

10.2 The contractor and his employees shall abide by security regulations framed by AAI and BCAS and the Police Authorities.

10.3 The Service Provider shall apply for security clearance from Bureau of Civil Aviation Security and submit security programme to BCAS. Security clearance and approval of security programme is mandatory for issue of Aerodrome Entry Permits (AEPs) to staff engaged by the Service Provider.

a. The submission of applications for AEPs in advance along with Certificate of Police Verification and company security clearance (BCAS) etc. as per the prevailing practice and regulations of BCAS will be the responsibility of the Service Provider. Any financial expenditure involved such as fees for PICs, Photos, fees for Police Verification, if any, will be borne by the Service Provider.

b. The PICs has to be re-validated in advance to ensure that the staff are always in possession of their entry passes. No one will be permitted in the terminal buildings and operational areas without valid AEPs.

c. In case the Service Provider fails to obtain security clearance from BCAS, the contract will be terminated.

10.4 As the site of the work is in restricted area, the contractor is required to obtain Entry permits for his staff. Police verification certificate and other formalities in this regard shall be done by the contractor at his own cost. Any worker of the contractor, whose presence is found undesirable due to security reasons, shall not be allowed to work in airport.

10.5 The entire work lies in pax area & restricted area; All men and equipment shall be permitted to enter the aerodrome restricted area only on possession of the Security passes issued by BCAS/AAI. The contractor shall apply in writing in advance of the commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses and shall satisfy the Officer-in-charge who shall, at his discretion, have the right to command the issue of passes to control the admission of contractor, his agents, his staff and workman.

10.6 The contractor shall ensure that his men will work in areas/zones allotted, to them. Passes shall be deposited with the Officer-in-Charge on demand and in any case immediately after completion of work.

- 10.7 The contractor his staff/workman shall observe all the rules promulgated from time to time by the concerned authorities such as prohibition of smoking & lighting, search of persons on entry and exit, keeping to specified routes etc.
- 10.8 Any person found violating the security rules laid down by the authorities will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim no this account, nothing extra shall be payable by AAI on account of working restricted to non-operational hours and in restricted working conditions.

11 BYE-LAWS

- 11.4 The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Airport Director or his authorized representative, informed of the said compliance with the bye-laws, payments made, notices issued and received.
- 11.5 The contractor shall indemnify the AAI against all claims in respect of patent rights, design, trademarks of name and from and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereto.

a) Penalty for Absence from Duty

Designation	Recovery Rate <u>Per Shift</u> per person (In Rs.)
Baggage Trolley(PBT) Retrieval (Un-Skilled)	1.5 x times of minimum wages for first two instances in month 2 x times of minimum wages for third instance onwards

b)

Item	Recovery rate
Any Complaint made by the passengers	Penalty of Rs. 500/- will be imposed per complaint
Penalty in case Passenger Baggage Trolley(PBT) Retrieval Staff is missing from Duty Place	Penalty of Rs. 250/- will be imposed per instance
Penalty in case Passenger Baggage Trolley(PBT) are not found at designated places	Penalty of Rs. 500/- will be imposed per instance
Penalty in case Trolley are seen scattered beyond permissible time period(max 10 minutes)	Penalty of Rs. 250/- will be imposed per instance

Staff does not report on time	Penalty of Rs. 250/- will be imposed per instance
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- a) The contractor has to deposit PF & ESI as applicable to their staff regularly as per prevailing Govt. Norms, failing which recovery / withheld @ **25 % against PF & 6 % ESI** respectively **of wage payment** shall be made from their Bills.
- b) If agency fail to disburse the bonus as per govt. norms, the amount @ 10% from the subsequent bills shall be withhold till the bonus is made which shall be released on the disbursement of bonus in the subsequent RA bill.

11.6 GST Compliance

- 11.6.1 The tender rates quoted by the contractor shall be inclusive of GST.
- 11.6.2 The tender rates quoted should be inclusive of any taxes, duties, cess, fee and charges levied under any statute.
- 11.6.3 GST shall be paid to bidder for any taxable supply/services against a valid Tax invoice.
- 11.6.4 An undertaking as per the performa given in Annexure A-1 shall be submitted by the bidder along with the bid in Envelope-I as they are registered under GST and complying the GST provision. In case of non-compliance of GST provisions and blockage of any input credit, the bidder shall be held responsible for indemnifying AAI.
- 11.6.5 The Agency has to furnish GST Registration Number (15digit GSTIN). In-case bidder is having multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to AAI.
- 11.6.6 If the Agency is providing supply/service from multiple states, then it is mandatory to mention state wise GST Registration Number for each state separately.
- 11.6.7 The successful bidder has to submit GST Registration Number for Kerala State before award of work. However in case of pure supply of goods, GST no. of Kerala state is not mandatory. A vendor can supply goods from another state in which he is having registration and can change IGST for supply of such goods.
- 11.6.8 During the currency of contract, any reduction in the rate of Tax on any supply of Goods or Services on any benefit of input Tax Credit (ITC) shall be passed on to the AAI by the bidder in such a way to commensurate reduction in prices.
- 11.6.9 The contractor shall submit the proper Tax Invoice while raising the bill as per the terms of payment mentioned in the contract mentioning their GSTIN, for availing ITC (Input Tax credit) by AAI.
- 11.6.10 The bidder is required to provide tax type and tax percentage. In case of non-compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- 11.6.11 If, as a result of any delay or default on his part, AAI is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
- 11.6.12 In the event of default on his part in payment of tax and submission / uploading of monthly

returns, AAI is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.

AAI, reserves the right to take appropriate action in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST.

11.6.13 Contractor shall abide by any revised circular/directions issued by AAI during currency of contract regarding GST.

12 Novation Clause:

The contract period is 06 Months or the date of transfer of the airport under the PPP mode / O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

Obligations relating to Transfer

The Authority agrees that during the Contract Period, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that;

The Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and

The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Contractor shall be vested in such third party.

ANNEXURE-1

**TENDER ACCEPTANCE LETTER
(To be given on Contractor's Letter Head)**

To,

**Airport Director,
Airports Authority of India,
Calicut International Airport
Karippur , Malappuram**

Sub: Acceptance of Terms & Conditions of Tender.

Name of Work: -

Job Contract for Passenger Baggage Trolleys (PBT) Retrieval Services at Calicut International Airport

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from GeM Portal web site(s) namely: <https://gem.gov.in> as per your advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I/ We hereby submitted that I/ We paid/ submitted the required earnest money as per NIT conditions
6. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-2**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT**

(On Non-Judicial Stamp Paper)

To

The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and AAI in connection with the work of _____ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is -----

In presence of: _____ Dated this ____ Day of _____

WITNESS

1. For and on behalf of (The Bank)

2. 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:

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____
_____ carrying on business under the name
and style of _____ at _____ (hereinafter called "the said Contractor" which expression
shall unless the context requires otherwise include his heirs, executors, administrators and legal
representatives).

For Partnership Concerns

1. Shri _____ son of _____ resident of _____

2. Shri _____ son of _____ resident of _____ carrying on
business in co-partnership under the name and style of _____ at _____ (hereinafter
collectively called "the said contractor" which expression shall unless the context requires otherwise include
each of them and their respective heirs, executors administrators and legal representatives).

For Companies

M/s _____ a Company registered under the Companies Act, 1956 and having its
registered office in the State of (Hereinafter called "the said Contractor" which expression shall unless the
context requires otherwise include its administrators, successors and assigns).

ANNEXURE-3

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

WHEREAS, contractor _____(Name of contractor) (hereinafter called “the contractor”) has s u b m i t t e d his tender dated _____(date) for the construction of “ _____” (name of work) (hereinafter called “the TENDER”).

KNOW ALL PEOPLE by these presents that we _____(name of bank) having our registered office at _____ (hereinafter called “the bank”) are bound unto _____(Name of Senior Manager) (hereinafter called “the Officer-in-charge”) in the sum of Rs. _____(Rs. In words _____) for which payment well truly to be made to the said Officer-in-charge the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this _____day of _____20 .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- (2) If the contractor having been notified of the acceptance of his tender by the Officer-in-charge. a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required –
OR
b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor,
OR
c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR
d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the Officer-in-charge either up to the above amount or part thereof upon receipt of his first return demand, without the officer-in-charge having to substantiates his demand, provided that in his demand the Officer-in-charge will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date* _____after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the officer-in-charge, notice of which extension (s) to the bank is hear by waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE NAME AND ADDRESS)

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

ANNEXURE – 4

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:

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

I/We (name and post of authorized signatory) on behalf of
..... (Name of firm) do here by solemnly affirm and declare as follows:

- (i) Our firm is not restrained/ debarred/ blacklisted by AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (ii) None of Proprietor /Partners /Board Members /Directors of M/s..... (Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred/ blacklisted by AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (iii) Our firm understands that if our firm either debarred before the date of opening of tender or debarred before the date of contract by AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
- (iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date: [Signature and name of the authorized signatory of the firm]

Place:

Note: Above undertaking is to be given on company's letter head.

SCHEDULE OF QUANTITIES

(To be filled and submitted through online GEM portal)

Name of work: “JOB CONTRACT FOR PASSENGER BAGGAGE TROLLEY (PBT) RETRIEVAL SERVICES AT CALICUT INTERNATIONAL AIRPORT”

Sl No	Description of Work	Amount per month A	Quantity B	Total Amount for 6 months (In figures) C=AxB
1	Monthly charges for “JOB CONTRACT FOR PASSENGER BAGGAGE TROLLEY (PBT) RETRIEVAL SERVICES AT CALICUT INTERNATIONAL AIRPORT” including all cost for 5 persons per shift (unskilled) and a total of 15 trolley retrievers per day (Amount should not be less than the minimum wages as per minimum wages act) (Should include all cost except ESI/PF/Bonus which will be reimbursed on production of documentary evidence.		6 months	
2	Total amount			
	Applicable GST			
	Grand Total (including GST)			

(Total Amount in words (including GST)
.....)