

AIRPORTS AUTHORITY OF INDIA

Notice Inviting Tender



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Name of work

“Job Contract for Providing Bird and Animal scaring and allied Services in the Operational Area at Aurangabad Airport during the year 2021-22”

**Last Date & Time of Sale of e-Tender Documents
Through e-tendering portal**

: 09.04.2021 up to 1500 hrs.

Last Date & Time of submission of e-Bids

: 09.04.2021 up to 1500 hrs.

Opening Date & Time of Envelope-I

: 09.04.2021 at 1300 hrs.

Opening Date & Time of Envelope-II

: 15.04.2021 at 1500 Hrs

Certified that this Tender Document contains pages 01 to 109

(Anil H. Shinde)

Asst. Gen. Manager (CNS-E)
AAI, Aurangabad Airport

INDEX

NAME OF WORK

Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational Area at Aurangabad Airport during the year 2021-22

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This Tender Documents contains pages 01 to 109 (Pages One to One Hundred and Nine Only)

(Anil H. Shinde)
Asst. Gen. Manager (CNS-E)
AAI, Aurangabad Airport

Ref. No.: AAI/AUR/OPS/Bird Chaser/2021

Date: 31.03.2021

NOTICE INVITING e-TENDER (2 BOT- 2 Envelope Open Tender)

E-Bid No: 2021_AAI_71647_1

1.Item Rate E-tenders are invited through the e-tendering CPP Portal by **Asst. Gen. Manager (CNS-E), Airports Authority of India, Aurangabad Airport, Aurangabad – 431 007** on behalf of Chairman AAI from the eligible contractors for the work of **“Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational Area at Aurangabad Airport during the year 2021-22”** at an estimated cost of **Rs.28,78,251/- (including GST)** with period of completion **12 (Twelve) months extendable for a period of another 12 (twelve) months based on satisfactory performance within AAI Guidelines.**

The tendering process is online at e-portal URL address <https://etender.gov.in/eprocure/app> or www.aai.aero. Prospective Tenderers may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP portal, obtain “Login ID” & “Password” and go through the instructions available in the Home Page after log in to the CPP portal <https://etender.gov.in/eprocure/app> or www.aai.aero. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The tenderer may also take guidance from AAI Help Desk Support through path aai.aero/tender/e-tender/help desk support.

i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are below: Tel: 0120-4200462, Mobile: 91 8826246593 E-Mail: support-eproc@nic.in

Tenderers are requested to kindly mention the URL of the Portal and Tender ID in the subject while e mailing any issue along with the contact details. For any further technical assistance with regard to functioning of CPP portal the tenderer may contact to the following AAI help desk numbers on all working days only between –

(ii) 08.00 hrs to 20.00 hrs (Mon-Sat)-
011-24632950, Ext-3512(Six Lines), E-Mail:-eprochelp@aai.aero

(iii) 09.30 hrs to 18.00 hrs (Mon-Fri)-
011-24632950 Ext-3523, E-Mail:- etendersupport@aai.aero.
sanjeevkumar@aai.aero and snita@aai.aero.

(iv) 09.30hrs to 8.00 hrs (Mon-Fri)-
011-24657900, E-Mail:- gmitqh@aai.aero

Tender processing fee of Rs. 1120.00 (Rs. 1000.00 for Tender fee and Rs. 120.00 GST) non-refundable will be required to be paid **Online through SBI MOPS Gateway using SBI/Other Banks/NEFT/RTGS mode.**

2. Following 2 envelopes shall be submitted through online at CPP-portal by the bidder as per the following schedule: -

CRITICAL DATA SHEET

Publishing Date	31.03.2021
Bid Document Download / Sale Start Date	31.03.2021 at 1000 hrs
Clarification Start Date	31.03.2021 at 1000 hrs
Clarification End Date	06.04.2021 at 1600 hrs
Bid submission Start Date	31.03.2021 at 1000 hrs
Bid submission End Date	09.04.2021 at 1230 hrs
Bid Opening Date (Envelope-I)	09.04.2021 at 1300 hrs
Bid Opening Date (Envelope-II)	15.04.2021 at 1500 Hrs
Tender Processing Fee (Non-refundable, Through Online mode only)	Rs.1120/-

Envelope-I (Tender Processing Fee, Earnest Money Declaration (EMD), Technical Bid and Pre-qualification):

Bid containing following:

A. Tender processing fee and Earnest Money Declaration (EMD):

- (i) Scanned Copy of Tender Processing Fee transaction receipt for Online payment.
- (ii) Scanned Copy of filled up Performa of Earnest Money Declaration as given in Annexure-5.

B. Technical Bid containing the following: -

- i) Scanned copy of Unconditional Acceptance of Tender Conditions (Performa given in page no. 27).
- ii) Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
- iii) Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Company's Letter Head (Performa given in page no. 15).
- iv) Companies other than propriety firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company and Copy of Board Resolution regarding Authority to assign Power of Attorney. Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.
- v) Scanned copy of duly filled Pre-Qualification (Performa given in **Annexure – 1**).

C. Qualifying requirements of contractors / tenderers containing the following:-

i) Should have satisfactorily completed (#Phase/Part completion of the scope of work in a contract shall not be considered, **however, pre-determined phasing of the work will be accepted**) three works, each of **Rs.11,51,300/-** or two works, each of **Rs. 14,39,126/-** or one work of **Rs. 23,02,601/-** in single contract of similar nature of work (supplying of manpower, any Air Side Operations jobs, etc.) during last seven years ending on 31.03.2021.

"The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid i.e. 09.04.2021 up to 1230 hrs.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. **Tenderers showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work. . (The agency has to give self-declaration regarding completion certificate submitted by him whether the Gross amount is inclusive of GST or Exclusive of GST).**

ii) Should have annualized average financial turnover of **Rs.8,63,475/-** against works executed during last one year 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 tenderer should be submitted along with the application. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

The tenderer has to provide a minimum net worth of **Rs.4,31,738/-** issued by certified Chartered Accountants as per Performa given in page 28.

Envelope-II: - The Financial e-Bid through CPP 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 tenderers. Tenderers are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed, once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the tenderer, the bid will be rejected.

3. Bid Submission: -

The tenderer shall submit their application only at CPP Portal. Tenderer/Contractor are advised to follow the instructions provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per Para 2. Bid documents may

be scanned with 100 DPI with black and white option which helps in reducing size of the scanned document.

Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

6. Bids Opening Process is as below: -

Envelope-I (Tender processing fee, Earnest Money Declaration, Technical bid and Pre-qualification):

Envelope-I containing documents as per Para 2 (A), (B) and (C) (uploaded by the tenderers) shall be opened on date & time mentioned in CRITICAL DATA SHEET.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP portal to seek clarifications. No other means of communication in this regards shall be entertained.

If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope - I, he will be asked to provide it through CPP portal or email if required. The tenderer shall upload the requisite clarification/documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be intimated to the tenderers through CPP portal.

Envelope-II (Financial Bid):

Envelope-II containing Financial Bid of the tenderers found to be meeting the technical criteria and qualifying requirements shall be opened on date & time mentioned in CRITICAL DATA SHEET. **(In case the date and time for opening of Envelope-II (Financial bid) is required to be changed, the same shall be intimated through CPP Portal).**

7. 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.

8. 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/black listing by any department of AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. **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 the tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action as per guidelines.**

9. Consortium/JV companies shall not be permitted.

10. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

11. Concessions to Indian Micro, Small and Medium Enterprises (MSMEs) units registered with DIC/NSIC/KVIC/KVIB/ Directorate of Handicraft and Handloom etc., to be given only for goods/services produced and provided by MSEs for which they are registered as per the provision of Procurement Policy for MSEs order 2012 with up to date amendments shall be applicable for tenders of Supply / Services.

12. MSEs seeking exemption and benefits should enclose an attested/self-certified copy of valid Registration Certificate, giving details of such validity, stores/services etc., failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Asst. Gen. Manager (CNS-E)
AAI, Aurangabad Airport
For & on behalf of Chairman, Airports Authority of India

Annexure – 1

CHECK LIST/PQ PERFORMA

Name of work:

“Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational Area at Aurangabad Airport during the year 2021-22”

1	2	3	4
SR. No.	Qualifying criterion / parameter / supportive document	Supporting Document must have the following salient information which AAI would like to note	Reference to the Documents submitted in support of Column 3
1	Envelope- I - General		
1.1	Name and address of the firm / Contractor		copy enclosed : YES/NO
	Telephone, Fax, Email		
1.2	Authorized Signatory (Name & Designation)		
2	Tender Fee and Earnest Money Declaration		copy enclosed : YES/NO
3	TECHNICAL BID SHALL CONTAIN SCANNED COPY OF		
3.1	Unconditional acceptance letter	(Annexure-4)	copy enclosed : YES/NO
3.2	Permanent Account No. (PAN)	Enclose documentary proof in support	copy enclosed : YES/NO
3.3	GST Registration No. (GST)	Enclose documentary proof in support	copy enclosed : YES/NO
3.4	EXPERIENCE DETAILS		
	Should have satisfactorily completed the works during last seven years ending on 09.04.2021. Or the extended last date of submission of bid, as per NIT.	Certificate of completion of the Three/Two/One work (s) as applicable	

	i) Three separate works each costing not less than Rs.11,51,300/- (including GST)	Work No. 1 - Name of work/ similar nature of work - Value of work - Date of Start - Date of Completion (Stipulated) - Date of Completion (Actual) - Completion cost - TDS Amount, if applicable (Copy to be attached)	Copy of certificates enclosed : YES/NO
		Work No. 2 - Name of work/ similar nature of work - Value of work - Date of Start - Date of Completion (Stipulated) - Date of Completion (Actual) - Completion cost - TDS Amount, if applicable (Copy to be attached)	Copy of certificates enclosed : YES/NO
		Work No. 3 - Name of work/ similar nature of work - Value of work - Date of Start - Date of Completion (Stipulated) - Date of Completion (Actual) - Completion cost - TDS Amount, if applicable (Copy to be attached)	Copy of certificates enclosed : YES/NO
	ii) Two separate works each costing not less than Rs.14,39,126/- (including GST)	Work No. 1 - Name of work/ similar nature of work - Value of work - Date of Start - Date of Completion (Stipulated) - Date of Completion (Actual) - Completion cost - TDS Amount, if applicable (Copy to be attached)	Copy of certificates enclosed : YES/NO

TENDER DOCUMENT

AURANGABAD AIRPORT

		Work No. 2 - Name of work/ similar nature of work - Value of work - Date of Start - Date of Completion (Stipulated) - Date of Completion (Actual) - Completion cost - TDS Amount, if applicable (Copy to be attached)	Copy of certificates enclosed : YES/NO								
	ii) One works each costing not less than Rs.23,02,601/- (including GST)	Work No. 1 - - Name of work/ similar nature of work - Value of work - Date of Start - Date of Completion (Stipulated) - Date of Completion (Actual) - Completion cost - TDS Amount, if applicable (Copy to be attached)	Copy of certificates enclosed : YES/NO								
(b)	Whether experience from Govt. Organizations or private clients?	Govt. Organization / Private Clients. (Tick whichever is applicable. In support of experience, TDS certificate from clients to be enclosed)	TDS certificate enclosed : YES/NO								
3.5	TURNOVER : Annualized average financial turnover of not less than Rs.8,63,475/- against works executed during last three financial years ending 31st March, 2020. As a proof, copy of Abridged Balance Sheet of the firm with profit and loss account shall be submitted along with the application.	<table border="1"> <thead> <tr> <th>Year</th> <th>Turnover (In lakhs)</th> </tr> </thead> <tbody> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> <tr> <td>2019-20</td> <td></td> </tr> </tbody> </table>	Year	Turnover (In lakhs)	2017-18		2018-19		2019-20		Proof of turn over enclosed (Abridged balance sheet & profit & loss A/C) Copy enclosed: YES/NO
Year	Turnover (In lakhs)										
2017-18											
2018-19											
2019-20											

3.6	Affidavit for minimum wage	(Annexure-2)	Copy Enclosed. Yes / No.
3.7	Undertaking regarding GST	(Annexure-2 (A)) (Annexure-2 (B))	Copy Enclosed. Yes / No.

TENDER DOCUMENT**AURANGABAD AIRPORT**

3.9	Affidavit regarding black listing /debaring of firm	(Annexure-2 (C))	Copy Enclosed. Yes / No.
3.10	Digitally signed Tender Document	(Annexure-2 (D))	Copy Enclosed. Yes / No.
3.11	Form of Parent Company Undertaking, if applicable	(Annexure-2 (D))	
3.12	MSME Certificate concerning Name of Work under this Tender.		Copy Enclosed. Yes / No.
3.13	Net worth	Annexure - 6	Copy Enclosed. Yes / No.
4.	Envelope – II (Financial Bid) Through CPP e-tendering portal Shall contain:-		
4.1	Financial bid through e-portal (not to be put in Envelope-I) to be filled in CPP e-tendering portal percentage / Item rate section only. No copy should be given.		Yes / No.
4.	Details of any other information:		

Place:

Date:

Signature

Authorized Signatory of the contractor/ Firm

DECLARATION

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 & action as deemed fit by AAI can be taken against me.

Signature

Authorized Signatory of the contractor/ Firm

Annexure-2

AFFIDAVIT

(To be executed in 100/- Non Judicial Stamp Paper duly Notarized)

I, (_____), age _____ years
S/o _____ proprietor / Managing
Partner / Managing Director of M/s _____ having
Address _____

Do hereby solemnly affirm and state as follows;

I am competent to swear this affidavit on behalf of
_____ (name of the agency) and hereby
confirm that I am fully complying with the legal obligations with regards to
payment of minimum wages as per minimum wages Act – 1948 and deduction of
Provident Fund Authorities as per EPF & MP Act – 1952 and Contract Labor
(Regulation and Abolition) Act, 1970.

Date:

(Signature of the Contractor)

With rubber-stamp.

(Notary)

Annexure – 2 (A)

(To be submitted by bidders in Envelope-I on their letter head)

Undertaking for Registered under GST and compliance of GST provision

I/We _____

(Name of Company/Firm) _____ hereby

undertakes that we are registered under GST and complying the GST provision. In case of non-compliance of GST provisions and blockage of any input credit, we (the bidder) shall be held responsible for indemnifying AAI.

Name & Signature of contractor / Firm

(With official rubber stamp)

Date: _____

Annexure -2 (B)

(To be submitted by L-1 bidder before award of work on his letter head)

Undertaking for Input Tax Credit have been passed on to AAI

I/We _____ (Name of company/Firm) _____ hereby undertake that all the Input Tax Credit (ITC) related to the Invoices raised by us for this work has been passed on to AAI. In case of non-compliance of GST provisions and blockage of any Input Tax Credit, we will be held responsible for indemnifying AAI.

Name & Signature of contractor / Firm

(With official rubber stamp)

Date: _____

Annexure -2 (C)

(To be submitted by bidder in Envelope-I - Duly notarized declaration on non-judicial stamp paper of Rs. 100)

Undertaking for black listing/ debarring of firm

I/We _____ aged _____ years, Son of _____, by Caste _____, resident of _____, in the district of _____, do hereby solemnly affirm and declare as follows :-

1. That I am a citizen of India and the permanent resident of the aforesaid locality.
2. That I/We am/are the Self owner /proprietor(s) of a firm _____, and As such I/ we am /are fully competent to sign the present Affidavit.
3. That I/ We on behalf of my / our firm do hereby solemnly affirm and declared that neither This firm nor its any subsidiary firm is debarred / blacklisted by AAI / State / Central Government Department / Semi-Government or any PSUs for participating in Tenders.
4. That the statements made above are true to the best of my knowledge and belief and hence,

I put my hand on this _____ day of _____, 2021 at _____ OATH

I swear that my declaration is true, that it conceals nothing and that no part of it is false.

Identified by me: - Advocate

Deponent

Solemnly affirmed and
declared before me by the
deponent who is identified by

Advocate,

on this _____ day of _____ 2021

Notary _____

Annexure -2 (D)

(To be submitted by bidder on letter head - in Envelope-I)

Undertaking for digitally signed Tender Document

I/We _____ The
owner(s)/proprietor(s) _____ (Name of company/Firm)
_____ do hereby declare that, the tender documents of **“Job
Contract for Providing Bird and Animal Scaring and Allied Services in the Operational
Area at Aurangabad Airport during the year 2021-22”** uploaded in CPP Portal are digitally
signed by me.

**Name & Signature of contractor / Firm
(With rubber stamp)**

Date: _____

(Notary)

Annexure - 2 (E)**FORM OF PARENT COMPANY UNDERTAKING**

(To be completed on letterhead of Tenderer's Ultimate Parent Company)

To,

Date:

Assistant General Manager (CNS-E),
Airport Authority of India,
Aurangabad Airport,
Aurangabad – 431007
Dear Sir,

**Subject: Job Contract for Providing Bird and Animal Scaring and Allied Services in the
Operational Area at Aurangabad Airport during the year 2021-22**

Invitation to Tender No. _____(Quote Tender ID)

We refer to the accompanying Tender for the subject mentioned Services (“SERVICES”) by (Name and address of Indian Subsidiary) (“TENDERER”) of which we are the ultimate holding company, and hereby request Airports Authority of India, Corporate Head Quarter, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110 003 (AAI) to enter into a contract with _____ (Name of Indian Subsidiary) TENDERER for the same. In the event of our Indian Subsidiary AAI doing so and in consideration of AAI COMPANY entering in to such contract (“AGREEMENT”), We do hereby enter into the following unconditional and irrevocable undertaking with AAI that:

1. We guarantee that our Indian Subsidiary TENDERER shall duly perform all its obligations contained in the AGREEMENT.
2. If our Indian Subsidiary TENDERER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs

and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our Indian Subsidiary TENDERER.

3. Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by:-

(a) Any waiver of forbearance by AAI of or in respect of any of our Indian Subsidiary TENDERER's obligations under AGREEMENT whether as to payment, time, performance or otherwise howsoever or by any failure by AAI to enforce AGREEMENT or this instrument, or

(b) Any alteration to, addition to or deletion from AGREEMENT or this scope of the services to be performed under AGREEMENT, or

(c) Any change in the shareholding relationship between ourselves and our Indian Subsidiary TENDERER and our guarantee and undertakings hereunder shall continue in force until all our Indian Subsidiary TENDERER's obligations under AGREEMENT and all our obligations hereunder have been duly performed.

4. This document shall be construed and take effect in accordance with the laws of the Republic of India.

Yours faithfully:

Signed:

Name & Designation:

Date:

For and on behalf of (TENDERER's ultimate holding company)

AIRPORTS AUTHORITY OF INDIA**NOTICE INVITING TENDER**

1. Service rate e-tenders are invited on behalf of the Airports Authority of India for the work as mentioned at **Page No. 3** of **WNIT**. The estimated cost of the work is mentioned at **Page No. 3** of **WNIT**. This estimate, however, is given merely as rough guide.
2. The Tenders shall be in the prescribed Form.
3. The works are required to be completed within the period as mentioned at **Page No. 3** of **WNIT**.
4. Normally contractors whose names are borne on the approved list of contractors of MES /CPWD/State PWD /Railways /P&T /PSU/Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai & Kolkata only and within whose financial category the estimated amount falls will be permitted to Tender. Not more than one Tender shall be submitted by a contractor or by a firm of contractors.

No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.

5. The Accepting Authority as mentioned at **Page No. 131** of **GCC** shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.
6. **Tender document can be downloaded from the NIC CPP e-procurement portal** without paying any tender fees. However, to participate in the tender, the Bidders must pay tender fee as mentioned in **WNIT** Online through SBI MOPS Gateway using SBI/Other Banks/NEFT/RTGS mode.
7. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of affecting accommodation and movement of labours etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
8. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by Airports Authority of India, local conditions, local material rates and other factors having bearing on the execution of the works.

9. **All rates shall be quoted in the NIC CPP e-tendering portal.**
10. 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.
11. Tenders shall be received through NIC CPP e-tender portal upto the date and time as mentioned at **Page no. 4 of WNIT** and shall be opened on the date and time as mentioned at **Page No. 4 of WNIT**
12. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
 - i. A **responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
 - ii. A **major modification** is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI, as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to AAI shall also be treated as a major modification.
 - iii. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.
 - iv. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
13. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
14. The Tender for works shall remain open for acceptance for a period of **ninety days** from the date of opening of financial bid of tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the AAI, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to reject his tender.
15. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated to the Engineer-in-Charge.
16. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected.

Also if the credential submitted by the firm found to be incorrect / false or have some discrepancy which disqualifies the firm then the AAI shall be liable for debarment from

tendering in AAI in any name / style, apart from any other appropriate contractual/legal action including cancellation of his tender / work order / contract agreement, as the case may be.

17. a) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes (including **GST**). 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 Engineer-In-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and / or Engineer-In-Charge and further shall furnish such other information/document as the Engineer-In-Charge may require from time to time.
- c) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th amendment) Act 1982, give a written notice thereof to the OPS-In-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

18. **MODE OF SUBMISSION OF TENDERS:**

- i. **Following 2 covers shall be submitted through online at e-portal by the bidder**

Last date and time of submission of bids (Cover I & II) is **09.04.2021** up to 1230 hours.

Cover-I Containing scanned copies of Tender fees and Earnest Money Declaration (EMD), Technical Bid and Pre – qualification): shall be opened on **09.04.2021** at 1300 hours.

Cover-II (Financial Bid): Date of opening of cover-II shall be intimated through NIC CPP e-tendering portal. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through e-tendering portal. (Cover-I: Copy of Tender Fee, Earnest Money Declaration (EMD), Technical Bid, containing scanned copy of Pre-qualification documents, Scanned copy of duly notarized affidavit on Non-Judicial stamp paper of Rs. 100 regarding compliance of minimum wages, scanned copy of ‘Undertaking’ regarding black listing/debarment on company’s Letter Head, scanned copy of check list/PQ Performa at ‘Annexure-A’ (Duly filled & signed), scanned copy of undertaking on GST and digitally signed Tender Document.) 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 “Shortfall of Documents” option in

NIC CPP e-tendering portal. The bidder shall upload the requisite clarification/documents within time specified by AAI, failing which tender will be liable for rejection.

Envelope-II Financial e- Bid through CPP - e-portal.

The financial bids of the contractors / firms found to be meeting the qualifying requirements, fulfilling criteria of technical bid shall only be opened and date of opening of cover-II shall be intimated via CPP portal.

- ii. Rates to be quoted in the “Item” Section only.
- iii. Once the contractor has uploaded the digitally signed file of tender document along with unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/ conditions(s) in / along with the Tender Document (Except unconditional rebate on quoted rates.
- iv. In case, the details under para 18 is found violated, the tender shall be rejected.

19. Queries, Replies and Clarifications:

If The Bidder Has Any Query Related To The Tender Document Of The Work They Should Use ‘Query/ Reply’ Tab In E-Tendering Portal To Seek Clarifications. No Other Means Of Communication In This Regards Shall Be Entertained.

20. This Notice of Tender Shall Form Part of the Contract Documents. The Successful Tenderer/Contractor, On Acceptance of His Tender by the Accepting Authority, Shall Within 15-Days from the Date of Award of Work Sign the Contract Consisting Of Notice Inviting Tenders, General Conditions of Contract, Special/Additional Condition, General and Particular Specifications, Tender Conditions As Issued At the Time of Invitation of Tender and Acceptance There Of With Any Correspondence Leading There To.

21. PURCHASE PREFERENCE TO PUBLIC ENTERPRISES

The Accepting Authority Reserves To Him the Right to Allow To the Public Enterprises Purchase Preference Facilities as Admissible Under the Existing Policy on the Date Of Acceptance of Tender.

Annexure-3

DE 8

Airports Authority of India

Item Rate Tender & Contract for Work

Airport: Aurangabad

Division: Aurangabad

Branch: OPS

Sub-Division: Aurangabad

Tender for the work of “**Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational Area at Aurangabad Airport during the year 2021-22**”

(A) Tender in three-bids (Envelope-I, & II to be uploaded up to

09.04.2021 up to 1230 Hrs on CPP e-Tender Portal.

Envelope–I to be opened **on 09.04.2021 at 1300 hrs** in the office of **AGM (CNS-E), Airports Authority of India, Aurangabad Airport, and Aurangabad – 431007.**

TENDER

I/We have read and examined the notice inviting tender, schedule A, B, C, D, E & F, Specifications applicable, General Conditions, Scope of work and Special Conditions, Clauses of Contract, 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 here by tender for the execution of the work specified for the Airports Authority of India with in the time specified in Schedule ‘F’, viz. schedule of quantities and in accordance in all respects with the Rules and Directions and in Clause 11 of the Conditions of contract and with such material as are provided for, by and in respect sin 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 Envelope-II (Financial Bid) of three bids and not to make any modifications in its terms and conditions.

I/ We agree that the said AAI or his successors in office shall without prejudice to any other right or remedy, will be at liberty to take action as per clause 1 of clauses of contract. Further, if I/We fail to commence work as specified, I/We agree that AAI or his successors in office shall without prejudice to any other right or remedy, will 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 up on the terms and conditions contained or referred to there in and to carry out such deviations as may be ordered, up to maximum of the percentage maintained in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of for feature 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 drawings 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 authorized to communicate the same or use the information in any manner pre judicial to the safety of the State.

Date:

Witness:

Signature of the Contractor
Postal Address

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned here under)is accepted by me for and on behalf of the Airports Authority of India for sum of Rs. _____(Rupees _____)

The letters referred to below shall form part of this contract Agreement:-

- (i)
- (ii)
- (iii)

For & on behalf of
The Chairman, Airports Authority of India.

Signature-----

Dated.....

Designation-----

UNDERTAKING TO BE PUT IN ENVELOPE 'I'
FOR UNCONDITIONAL ACCEPTANCE

Asst. Gen. Manager (CNS-E)
Airports Authority of India
Aurangabad Airport
Aurangabad – 431 007

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work “**Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational Area at Aurangabad Airport during the year 2021-22**” have been sold to me/us by Airports Authority of India and I/we here by certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us on **CPP** portal which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

2. I/We here by unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.

3. The contents of Tender Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions in /along with the tender document. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or AAI will be at liberty to suspend the contractor for participating in any of AAI tender for one year in any name and style.

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/We will immediately report it to the appropriate authority in AAI.

5. The required earnest money declaration for this work has been attached here with.

6. I/We agree that “If at any stage, any information/documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate /legal action”.

Thanking you,

Date:

Yours faithfully,
(Signature of the tender with rubber stamp)

Encl: Scanned copy of Earnest Money Declaration.

Annexure-5

Performa for Earnest Money Declaration

(To Be Submitted On Contractor's Letter Head)

Whereas, I/We..... (Name of agency)

have submitted bid for(Name of work)

I/We hereby submit following declaration in lieu of submitting earnest money deposit.

1. If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents, or
2. If, after the start of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Signature of the contractor(s)

Annexure - 6

CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

“It is to certify that as per the audited balance sheet and Profit & Loss account during the financial year, the Net Worth of M/s..... (Name & Registered Address of individual/firm/company), as on (the relevant date) is Rs.....after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).”

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

.....

Date and Seal

GENERAL
CONDITIONS
OF
CONTRACT

AIRPORTS AUTHORITY OF INDIA
General Rules & Directions

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

		<p>of Individual items) of two or more contractors is same, then such lowest contractors will be asked to submit revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub</p> <p>Heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.</p> <p>If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of the Committee Members of major and minor component(s) work and the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted earlier at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.</p> <p>In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after suspending the contractor for participating in any of AAI tender for one year in any name and style. Contractor, whose got suspended because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.</p> <p>Note: Till the time software supports the above provisions, revised offers from tenderers forming the tie shall be obtained and procedure prescribed for "Restricted call of tenders" shall be adopted (for e-tenders).</p>
4. (B)		<p>In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractor is same, such lowest contractor will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub section/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section /sub head should not be higher than the percentage quoted at the time or submission of tender. The lowest tender shall be decided on the basis of revised offers.</p> <p>In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two more contractors received in revised offers is again found to be equal, the lowest tender, among such contractor , shall be decided by draw of lots in the presence of the Committee Members of major & minor component(s) of work & the lowest bidders those who have quoted same tendered amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after suspending the contractor for participating in any of AAI tender for one year in any name and style. Bidders, who got suspended because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p>
5.		<p>The officer inviting tender or his duly authorized representative, will open tenders in the presence of any intending bidders who may be present at the</p>

		<p>time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in</p> <p>Rule – I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.</p>
6.		The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7.		The receipt of an accountant or clerk for any money paid by the bidder towards tender fee will not be considered as any acknowledgement or payment to the officer inviting tender and the bidder shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.
8.		The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending bidder without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9.		The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending bidder without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9(A).		Use of correcting fluid anywhere in tender document is not permitted. Such tender is liable for rejection. If there is any correction it should be cut with a straight line and should be initialed and cello tape to be provided on all the rates quoted in case of physical tenders.
10.	Applicable for Item Rate Tender Only.	<p>In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the bidder in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However,</p> <p>i. if a discrepancy is found between rates in figures and in words, then the rates which correspond with the amount worked out by the bidder shall unless otherwise proved be taken as correct.</p> <p>ii. If the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct.</p> <p>iii. Where the rates quoted by the bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.</p>

		<p>iv. In event no rate has been quoted for any item(s) leaving space blank both in figure(s) and word(s) or cancelled the quoted rate in figure(s), and word(s) but the amount corresponding to the item(s) is worked out by the bidder and added to the grand total, then rate(s) of the items(s) shall be derived from the amount(s) quoted by the contractor against such item(s).</p> <p>v. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.</p>
11.		In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
12.		On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the OPS -in- Charge shall be communicated in writing to the OPS In-Charge.
13.		The contractor/ bidder shall give a list of AAI employees related to him.
14.		The tender for the work shall not be witnessed by a contractor or contractors/ bidders who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
15.		The contractor/ bidder shall submit list of works completed in last 5 years*as well as which are in hand (in progress) in the following format for assessing bidding capacity of the bidders:-

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

16		The contractor/bidder shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Director (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.
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Definitions:

1.	<p>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, designs, drawings and instructions issued from time to time by the OPS In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complimentary to one another.</p>
2.	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-</p> <ol style="list-style-type: none"> 1. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. 2. 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. 3. The Contractor/tenderer/bidder shall mean the individual, firm or company whether incorporated or not, Joint Venture / Consortium undertaking the works and shall include the legal personal representative of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. 4. The Chairman means the Chairman Airports Authority of India and his Successors. 5. The In-Charge means the OPS In-Charge 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 'F' hereunder. 6. AAI or Airports Authority of India shall mean the Chairman Airports Authority of India.

		<p>7. The terms Member (Planning) means the head of Department of Engineering, Airports Authority of India.</p> <p>8. Accepting Authority shall mean the authority mentioned in Schedule 'F'.</p> <p>9. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, terrorism, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Airports Authority of India of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Airports Authority of India's faulty design of works.</p> <p>10. Market Rate shall be the rate as decided by the OPS In-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the parts of works assigned to other agency(s) by the contractor as per terms of contract.</p> <p>11. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.</p> <p>12. Department means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.</p> <p>13. Tendered value means the value of the entire work as stipulated in the letter of award.</p>
3.	Scope and Performance	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4.		Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5.		The contractor shall be furnished, free of cost one certified copy of the

		contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6.	Works to be carried out	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7.	Sufficiency of Tender	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8.	Reverse Auction for purchase tenders	AAI may opt for reverse auction in case of purchase tender if value of supplies put to tender is more than Rs.2Cr.
10.	Signing of Contract	The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :
A		<ol style="list-style-type: none"> 1. The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. 2. Standard AAI Form as mentioned in Schedule 'F' consisting of : <ol style="list-style-type: none"> i. Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto. ii. AAI Safety Code.

		<ul style="list-style-type: none">iii. Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors.iv. AAI Contractor's Labor Regulations.v. List of Acts and omissions for which fines can be imposed. <p>3. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.</p>
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Sr. No.	Clause No.	Sr. No.	Clause No.
01	Clause 3	21	Clause 19 F
02	Clause 3A	22	Clause 19 G
03	Clause 4	23	Clause 19 K
04	Clause 5	24	Clause 19 L
05	Clause 6	25	Clause 19 M
06	Clause 9A	26	Clause 20
07	Clause 10C	27	Clause 20 (A)
08	Clause 12	28	Clause 21
09	Clause 13	29	Clause 22
10	Clause 14	30	Clause 23
11	Clause 15	31	Clause 24
12	Clause 18	32	Clause 25
13	Clause 18 A	33	Clause 29
14	Clause 18 B	34	Clause 29 A
15	Clause 19	35	Clause 36
16	Clause 19 A	36	Clause 39
17	Clause 19 B	37	Clause 40
18	Clause 19 C	38	Clause 41
19	Clause 19 D	39	Clause 43
20	Clause 19 E	40	Clause 45
		41	Clause 46

CLAUSE 3

	When Contract can be Determined	<p>Subject to other provisions contained in this clause, the OPS In-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p> <p>i. If the contractor having been given a notice by the OPS In-Charge in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.</p> <p>ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of</p>
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		<p>seven days from the OPS In-Charge.</p> <p>iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date on or before such date of completion, and the OPS In-Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of OPS In-Charge, the contractor will be unable to complete the same or does not complete the same within the period specified.</p> <p>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 OPS In-Charge.</p> <p>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.</p> <p>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 OPS In-Charge.</p> <p>vii. If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits any breach of Integrity Pact.</p> <p>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.</p>
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		<p>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.</p> <p>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.</p> <p>xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labor on a piece-work basis or of labor 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 OPS In-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the OPS In-Charge on behalf of the Chairman, AAI shall have powers :</p> <p>a. To determine the contract as aforesaid so far as performance of work by the Contractor of work is concerned (of which determination notice in writing to the contractor under the hand of the OPS In-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.</p> <p>b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor or any other means to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the OPS In-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the OPS In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
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CLAUSE 3 A

		<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded within 30 days. Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>
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CLAUSE 4

		<p>In any case in which any of the powers conferred upon the OPS In-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the OPS In-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the OPS In-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the OPS In-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the OPS In-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the OPS In-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the OPS In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
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CLAUSE 5

	Time and Extension for Delay	The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
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CLAUSE 6

	Measurements of Work Done	<p>OPS In-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.</p> <p>All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.</p> <p>All measurements and levels shall be taken jointly by the OPS In-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the OPS In-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p> <p>If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the OPS In-Charge or his representative, the OPS In-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the OPS -in- Charge or his representative shall be deemed to be accepted by the Contractor.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for measurements and recording levels.</p> <p>Except where any general or detailed description of the work</p>
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		<p>expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.</p> <p>The contractor shall give, not less than seven days' notice to the OPS In-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the OPS In-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the OPS -in- Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>OPS In-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p>
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CLAUSE 9 A

	Payment of contractor's bills to Banks	<p>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 OPS -in- Charge.</p> <p>i. Information as per proforma attached.</p> <p>ii. An authorization in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and</p> <p>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 OPS In-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank. Nothing herein contained shall operate to create in favors of the bank any rights or equities vis-à-vis the Airports Authority of India.</p>
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CLAUSE 10 C

	Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)	<p>If after submission of the tender, wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rates in GST applicable on such materials being considered under this clause) beyond the prices / wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended under the provisions of the Clause 5 of the Contract, then the amount of the contract shall accordingly be varied.</p> <p>If after submission of the tender, wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (not due to any changes in GST /Custom duty). Authority shall in respect of labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/ or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/ or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract.</p> <p>OPS In-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in</p>
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		<p>the price of any such materials and/ or wages of labor, give notice thereof to the OPS In-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p> <p>For this purpose, the labor component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase / decrease in labor shall be considered on the minimum daily wages in rupees of any unskilled <i>mazdoor</i>, fixed under any law, statutory rule or order.</p>
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CLAUSE 12

	Deviations / variations extent and pricing	<p>The OPS In-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the OPS in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p>
12.1		<p>The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value being ordered, be extended, if requested by the contractor, as follows:</p> <p>i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus</p> <p>ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the OPS In-Charge.</p>
12.2	Deviation, Extra Items and Pricing	<p>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 OPS In-Charge shall within Six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p>
	Deviation, substituted items	<p>In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for</p>

	pricing	<p>the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.</p> <p>(i) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</p> <p>(ii) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</p>
	Deviation, Deviated Quantities,	In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of

	Pricing	The Rates, Supported By Proper Analysis For The Work In Excess Of The Above Mentioned Limits, Provided That If The Rates So Claimed Are In Excess Of The Rates Specified In The Schedule Of Quantities, The OPS In-Charge Shall Within Prescribed Time Limit Of Receipt Of The Claims Supported By Analysis, After Giving Consideration To The Analysis Of The Rates Submitted By The Contractor, Determine The Rates On The Basis Of The Market Rates And The Contractor Shall Be Paid In Accordance With The Rates So Determined.
12.3		The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the OPS In-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
12.4		The contractor shall send to the OPS In-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the OPS In-Charge, which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the

		Executive Director (Ops.) may authorize consideration of such claims on merits.
12.5		<p>For the purpose of operation of Schedule F, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:</p> <p>i. For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.</p> <p>ii. For abutments, piers and well staining: All works up to 1.2 m above the bed level.</p> <p>iii. For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works up to 1.2 m above the ground level.</p> <p>iv. For roads, apron, runway & taxi track all items of excavation, filling GSBC and including treatment of sub-base.</p> <p>V. For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level.</p> <p>Vi. For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.</p>
12.6		Any operation incidental to or necessarily has to be in contemplation of tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

	Foreclosure of contract due to Abandonment or Reduction in Scope of Work	<p>If at any time after acceptance of the tender or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the OPS In-Charge shall give notice in writing to that effect to the contractor and the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whOPSoever, 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</p>
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		<p>foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the OPS In-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;</p> <p>i. Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labor huts, staff quarters and site office; storage accommodation and water storage tanks.</p> <p>ii. AAI shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however AAI shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by AAI, cost of such materials as detailed by OPS -in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.</p> <p>iii. If any materials supplied by AAI are rendered surplus, the same except normal wastage shall be returned by the contractor to AAI at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to AAI stores, if so required by AAI, shall be paid.</p> <p>iv. Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.</p> <p>v. Reasonable compensation for repatriation of contractor's site staff and imported labor to the extent necessary.</p> <p>The contractor shall, if required by the OPS - in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the AAI as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the OPS In-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants</p>
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		<p>and materials and any other sums which at the date of termination were recoverable by the AAI from the contractor under the terms of the contract.</p> <p>In the event of action being taken under clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date the completion or stipulated date of completion if no extension has been granted plus 180 days beyond that. Wherever, such a fresh Performance Guarantee is furnished by the contractor, the OPS In-Charge may return the previous Performance Guarantee.</p>
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CLAUSE 14

	<p>Carrying out part Work at risk & cost of contractor</p>	<p>a. If contractor:</p> <p>i. At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the OPS In-Charge; or</p> <p>ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the OPS In-Charge; or</p> <p>iii. Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the OPS In-Charge.</p> <p>b. The OPS - in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to AAI, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:</p> <p>i. Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or</p> <p>ii. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</p> <p>c. The OPS In-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and executed at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by AAI because of action under this clause shall not exceed 10% of the tendered value of the work.</p>
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		<p>d. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the OPS In-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>e. Any excess expenditure incurred or to be incurred by AAI in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by AAI as aforesaid after allowing such credit</p> <p>shall without prejudice to any other right or remedy available to AAI in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>f. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the OPS In-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract/ provisions of law.</p> <p>In the event of above course being adopted by the OPS In-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
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CLAUSE 15

	<p>Suspension of Work</p>	<p>i. The contractor shall, on receipt of the order in writing of the OPS In-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the OPS -in- Charge may consider necessary so as not to cause any damage or injury to the work already</p>
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		<p>done or endanger the safety thereof for any of the following reasons:</p> <p>a. on account of any default on the part of the contractor or;</p> <p>b. for proper execution of the works or part thereof for reasons other than the default of the contractor; or</p> <p>C. for safety of the works or part thereof.</p> <p>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 OPS In-Charge.</p>
		<p>ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above (but not attributed to contractor):</p> <p>a. the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;</p> <p>b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the OPS In-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the OPS In-Charge within fifteen days of the expiry of the period of 30 days.</p> <p>c. If the works or part thereof is suspended on the orders of the OPS In-Charge for more than three months at a time, except when suspension is ordered for reasons (a) in sub-para (i) above, the contractor may after</p>

CLAUSE 18

	Contractor to Supply Tools & Plants etc.	<p>The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the OPS –in-charge’s stores) machinery, tools & plants as specified in Schedule F. in addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for</p>
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		<p>the purpose of satisfying or complying with the requirements of the OPS -in charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the OPS In-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.</p>
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CLAUSE 18 A

	<p>Recovery Compensation paid to Workmen</p>	<p>of</p> <p>In every case in which by virtue of the provisions sub-section(i) of Section 12, of the Workmen's Compensation Act, 1923, AAI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, AAI will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the AAI under sub-section(2) of Section 12, of the said act, AAI shall be at liberty to recover such amount or 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</p>
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CLAUSE 18 B

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

	<p>Labor laws to be complied by the Contractor</p>	<p>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.</p> <p>The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.</p>
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CLAUSE 19 A

	No labour below the age of fourteen years shall be employed on the work.
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CLAUSE 19 B

Payment of wages	<p>Payment of wages:</p> <p>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.</p> <p>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.</p> <p>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 unauthorized 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.</p> <p>iv. The following deductions shall be permissible to be made by the OPS In-Charge.</p> <p>a. The OPS In-Charge concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made</p>
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		<p>from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</p> <p>b. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the OPS In-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the OPS In-Charge concerned.</p> <p>In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra Payment for weekly holiday would not arise.</p> <p>v. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made thereunder from time to time.</p> <p>vi. The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.</p> <p>vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</p> <p>viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
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CLAUSE 19 C

		<p>In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the OPS –in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.</p>
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CLAUSE 19 D

		<p>The contractor shall submit by the 4th and 19th of every month, to the OPS –in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:</p> <ul style="list-style-type: none"> i. the number of labourers employed by him on the work, ii. their working hours, iii. the wages paid to him, iv. the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and v. the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them <p>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 OPS In-Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and shall be binding on the contractor.</p>
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CLAUSE 19 E

		<p>In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.</p>
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CLAUSE 19 F

		<p>Leave and pay during leave shall be regulated as follows:</p> <p>1. Leave:</p> <p>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.</p> <p>ii. In the case of miscarriage - upto 3 weeks from the date of miscarriage.</p> <p>2. Pay:</p> <p>i. In the case of delivery – leave pay during maternity leave will be at the rate of women’s average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.</p> <p>ii. In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.</p> <p>3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.</p> <p>4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix – III and IV, and the same shall be kept at the place of work.</p>
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CLAUSE 19 G

		<p>In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor’s Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every</p>
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		<p>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 OPS In-Charge shall be final and binding on the parties.</p> <p>Should it appear to the OPS In-Charge that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed the contractor (s) (hereinafter referred as “the said Rules”) the OPS In-Charge shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the OPS In-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor (s). The contractor (s) shall erect, make and maintain at his / their own expense and to approved standards all necessary huts and sanitary arrangements required for his / their work –people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the OPS In-Charge shall have power to give notice in writing to the contractor (s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor (s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the OPS In-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor (s).</p>
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CLAUSE 19 K

	<p>Employment of skilled / semiskilled workers</p>	<p>The contractor shall at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute/National Institution of Construction Management and research (NICMAR) National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to OPS In-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute</p>
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		such tradesmen within two days of written notice from OPS –in-Charge. Failure on the part of contractor to obtain approval of OPS In-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of OPS In-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provision of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs.5 crores.
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CLAUSE 19 L

	Registration with EPFO and ESIC	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the OPS In-Charge to the contractor on actual basis.
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CLAUSE 19 M

	Compliance of NGT guidelines	The contractor is required to follow latest NGT guidelines at the construction site and any violation of such guidelines will be in his account.
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CLAUSE 20

	Minimum Wages Act to be Complied with	The contractor shall comply with all the provision of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
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CLAUSE 20(A)

	Employees Provident Fund & Miscellaneous Provident Act 1952/Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and State Insurance (ESI) Act, 1948.	The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952/ Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and ESI Act, 1948, amended from time to time and rules framed thereunder. Some of the provisions are given below: a. The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation after award of work and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract. 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
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		<p>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.</p> <p>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.</p> <p>AAI reserves the right to withhold amount , 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.</p>
		ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

CLUASE 21

	<p>Work not to be sublet. Action in case of insolvency</p>	<p>The contract shall not be assigned or sublet without the written approval of OPS In-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the OPS in Charge on behalf of the AAI shall have power to adopt the course specified in Clause 3 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>
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CLUASE 22

		<p>All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AAI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.</p>
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CLAUSE 23

	<p>Changes in firm's Constitution to be intimated</p>	<p>Where the contractor is a partnership firm, the previous approval in writing of the OPS In-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such</p>
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		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.
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CLAUSE 24

		All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the OPS In-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
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CLAUSE 25

	Dispute Resolution Mechanism and Arbitration	<p>Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whOPSoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p> <p>i. If the contractor considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the OPS In-Charge or if the OPS In-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Executive Director (Ops.)/Regional Executive Director/Member (Ops.) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Executive Director (Ops.)/Regional Executive Director/Member (Ops.) /Chairman, AAI. Provided that no party shall be represented before the Dispute</p>
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		<p>Redressal Committee by an advocate / legal counsel etc.</p> <p>If the Dispute Redressal Committee (DRC) fails to give its decision within aforesaid period or any party is dis-satisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director (Ops.)/Regional Executive Director/Member (Ops.) /Chairman, AAI as the case may be for appointment of Arbitrator on prescribed proforma as per Appendix-XVII. Under intimation to the other party.</p> <p>It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration.</p> <p>The Executive Director (Ops.)/Regional Executive Director/Member (Ops.) /Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by OPS In-Charge to Executive Director (Ops.)/Regional Executive Director/Member (Ops.) /Chairman, AAI for appointment of arbitrator, as the case may be, and two Appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of :</p> <p>a. A party fails to appoint the second arbitrator, or</p> <p>b. The two appointed arbitrators fail to appoint the Presiding Arbitrator, then Member (Ops.)/Chairman, AAI shall appoint the second or Presiding Arbitrator as the case may be.</p> <p>ii Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 300.00 Cr. Or less. Where tendered value is more than Rs. 300.00 Cr. Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and further modified act in 2015 and any further statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable. It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such disputes along with the notice for appointment of Arbitrator and giving reference to the decision of the DRC. It is also term of this contract that any member of Arbitration Tribunal shall be a graduate engineer with experience in handling public works and contracts at a level not lower than Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and</p>
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		<p>Conciliation Act, 1996 (26 of 1996) as amended in 2015. Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.</p> <p>It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.</p> <p>The place of the arbitration shall be mentioned in schedule 'F'. In case there is no mention of place of arbitration, the Arbitral Tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.</p>
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CLAUSE 29

	<p>With-holding and lien in respect of sums due from contractor</p>	<p>i. Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the OPS In-Charge or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the OPS In-Charge or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the OPS In-Charge or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the OPS -in Charge of the AAI or any contracting person through the OPS In-Charge pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the OPS In-Charge or AAI will be kept withheld or retained as such by the OPS In-Charge or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration Clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whOPSsoever 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</p>
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		<p>a partnership firm or a limited company, the OPS In-Charge or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>ii. AAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whOPSover.</p> <p>Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Director (Ops.) / General Manager (Ops.) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Director (Ops.) / General Manager (Ops.)</p>
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CLAUSE 29 A

	<p>Lien in respect of claims in other Contracts</p>	<p>i. Any sum of money due and payable to the contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the OPS In-Charge or the AAI or any other contracting person or persons through OPS In-Charge against any claim of the OPS In-Charge or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the OPS In-Charge or the AAI or with such other person or persons.</p> <p>ii. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the OPS In-Charge or the AAI will be kept withheld or retained as such by the OPS In-Charge or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whOPSover on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
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CLAUSE 36

	<p>Employment of Technical Staff and employees</p>	<p>Contractors Superintendence, Supervision, Technical staff & Employees</p> <p>i. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p> <p>The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the OPS In-Charge, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal technical representative to be charge of the work and other technical representative (s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower than specified in schedule 'F'. The OPS In-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative (s) shall be appointed by the contractor soon after receipt of the approval from OPS In-Charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required to the OPS In-Charge and / or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Technical Representative and other technical representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by the OPS In-Charge and shall also note down instructions conveyed by the OPS In-Charge or his designated representative (s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative (s) shall not look after any other work. Substitutes, duly approved by OPS – 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 OPS –in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be</p>
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		<p>effected from the contractor as specified in Schedule 'F' and the decision of the OPS –in- Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and / or other technical representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the OPS–in–Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative (s) (in the form of copy of Form- 16 or CPF deduction issued to the employee employed by him) along with every running account bill / final bill and shall produce evidence if at any times so required by the OPS – in–Charge.</p> <p>ii. The contractor shall provide and employ on the site only such technical assistants as are skilled, and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work. The OPS In-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the OPS -in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the OPS In-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.</p> <p>iii. The contractor shall not change his supervisory staff after approval of the OPS In-Charge. If Contractor wants to replace any of his staff due to unavoidable circumstances, he will seek permission of OPS In-Charge indicating reasons for such change, qualification and experience of the alternative employee suggested by him. The qualification and experience of the alternative staff shall not be inferior to the person employed earlier.</p>
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CLAUSE 39

	<p>Termination of contract on death of contractor</p>	<p>Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the OPS In-Charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.</p>
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CLAUSE 40

	<p>If relative working in AAI then the contractor not allowed to tender.</p>	<p>The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
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CLAUSE 41

	<p>No any officer in AAI to work as contractor within one year of retirement</p>	<p>Any officer employed department of AAI shall not work as a contractor or employee of contractor for a period of one year after his retirement from AAI service without the prior permission of AAI in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of AAI as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.</p>
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CLAUSE 43

	<p>Compensation during warlike situations / act of terrorism</p>	<p>The work (whether fully constructed or not) and all materials, machines, tools and plants scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the OPS In-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation or act of terrorism, the contractor shall when ordered (in writing) by the OPS In-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the OPS In-Charge, such payments being in addition to compensation up to the value of the work original executed before being damaged or destroyed and not paid for.</p> <p>In case of works damaged or destroyed but not already measured and</p>
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		<p>paid for, the compensation shall be assessed by the OPS -in charge up to Rs.5,000/- and by the Executive Director Ops. Concerned for a higher amount. The contractor shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of The contract. The certificate of the OPS -in- Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the OPS -in- Charge (b) for any material etc. not on the site of the work or for any tools plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the OPS – in - charge.</p>
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CLAUSE 45

	<p>Release of security deposit after labour clearance</p>	<p>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 OPS In-Charge. The OPS In-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.</p>
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CLAUSE 46

	<p>Contractor's Liability and Insurance of Works</p>	<p>i. From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AA I's T & P from any cause whOPSoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the OPS In-Charge.</p> <p>ii. In the event of any loss or damage to the Works or any Part thereof or to any T & P, to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:</p>
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		<p>a. The Contractor shall, as may be directed in writing by the OPS In-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to AAI's store such AAI's T & P, articles and/or materials as may be directed;</p> <p>b. The contractor shall, as may be directed in writing by the OPS In-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and</p> <p>iii. Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.</p> <p>iv. Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts ,the contractor at his own cost shall insure ,in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks)for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause hereof;</p> <p>a. All works including temporary works to their full value executed from time to time.</p> <p>b. The construction materials and equipment's to their full value brought on to the site by the contractor.</p> <p>v. The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whOPSover which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whOPSover in respect of or in relation thereto.</p> <p>vi. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property, or to any person for at least the minimum amount of Rs. 1.00 lakh with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.</p> <p>vii. The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit,</p>
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		<p>action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.</p> <p>viii. All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.</p> <p>ix. The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the OPS In-Charge has agreed to their cancellation in writing.</p> <p>x. The Contractor shall prove to the OPS In-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies are required to be submitted to the OPS In-Charge.</p> <p>xi. The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the OPS In-Charge. A self-certified copy of such policies are required to be submitted to the OPS In-Charge.</p> <p>xii. If the Contractor and/or his subcontractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.</p> <p>xiii. In case contractor takes Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value along with third party liability (max of 10% of tendered value or as applicable as per Insurance Regulatory Authority of India) then there is no requirement for taking separate insurance by sub-contractors.</p> <p>However, workmen compensation policy is required to be taken separately by main contractor and sub-contractor for workers employed by them.</p>
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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/Personnel means any person employed by AAI or its contractor directly or indirectly through a subcontractor with or without the knowledge of the AAI to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-

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

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

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

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

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

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

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

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

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

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

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

3. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

4. PAYMENT OF WAGES

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

(ii) No wage period shall exceed one month.

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

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

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

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

(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 OPS In-Charge under acknowledgement.

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

(xi) The contractor shall obtain from OPS In-Charge or the authorized representative of the OPS In-Charge a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

"Certified that the amount shown in column No. has been paid to the workman concerned in my presence onat....."

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

5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:

a) Fines

b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances Granted shall be entered in a register.

e) Any other deduction which the Central Government may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-XII.

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

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

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

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

6. LABOUR RECORDS

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

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

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

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

(a) Full particulars of the laborers who met with accident.

(b) Rate of Wages

- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident
- (f) Time and date of accident
- (g) Date and time when admitted in Hospital
- (h) Date of discharge from the Hospital
- (i) Period of treatment and result of treatment
- (j) Percentage of loss of earning capacity and disability as assessed by Medical officer
- (k) Claim required to be paid under Workmen's Compensation Act.
- (l) Date of payment of compensation
- (m) Amount paid with details of the person to whom the same was paid
- (n) Authority by whom the compensation was assessed.
- (o) Remarks
- (v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL(R&A) Rules 1971 (Appendix-XIII).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-XII)

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

8. ATTENDANCE CARD-CUM-WAGE SLIP

- (i) The contractor shall issue an **Attendance card-cum-wage** slip to each workman employed by him in the specimen form at (Appendix-IX)
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage

Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

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

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

- a) An officer of a registered trade union of which he is a member.
- b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.
- c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

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

- a) An officer of an association of employers of which he is a member.
- b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
- c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSION OF RETURNS

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

18. AMENDMENTS

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

**APPENDIX-1A
FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT**

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

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (hereinafter called “the bank”) are bound unto _____ (Name of Asst. Gen. Manager) (hereinafter called “the OPS In-Charge”) in the sum of Rs. _____ (Rs. In words _____) for which payment well truly to be made to the said OPS 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 OPS 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 OPS In-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the OPS In-Charge having to substantiate his demand, provided that in his demand the OPS 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 OPS -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 BANK

Witness:

SEAL

(Signature name & address)

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

APPENDIX-II

**PERFORMA FOR MANDATORY TESTS TO BE ATTACHED WITH RUNNING
ACCOUNT BILLS**

Name of work:

Name of Contractor:

Contract Agreement No. and Date..... R/A Bill No.....

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

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

Signature of Supdt. (Engg)

Signature of OPS In-Charge.

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor.....

Name and location of the work.....

<u>Name of employee</u>	<u>Father's/ husband Name</u>	<u>Nature of employment</u>	<u>Period of actual employment</u>	<u>Date of which notice of confinement given</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>

DATE ON WHICH MATERNITY LEAVE COMMENCED AND ENDED

Date Of Delivery/ Miscarriage	In Case Of Delivery		In Case Of Delivery	
	Command	Ended	Command	Ended
<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>

LEAVE PAY PAID TO THE EMPLOYEE

In case of delivery		In case of miscarriage		Remark
Rate of Leave Pay	Amount Paid	Rate of Leave Pay	Amount Paid	
<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>

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

Name and address of the contractor -----

Name and location of the work -----

- 1) Name of the woman and her husband's name
- 2) Designation
- 3) Date of appointment
- 4) Date with months and years in which she is employed.
- 5) Date of discharge/dismissal, if any
- 6) Date of production of certificates in respect of pregnancy.
- 7) Date on which the woman informs about the expected delivery.
- 8) Date of delivery/miscarriage/death.
- 9) Date of production of certificate in respect of delivery/miscarriage.
- 10) Date with the amount of maternity/death benefit paid in advance of expected delivery
- 11) Date with amount of subsequent payment of maternity benefit
- 12) Name of the person nominated by the woman to receive the payment of the maternity benefit after the death.
- 13) If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date in the register.
- 14) Signature of the contractor authenticating entries in the register.
- 15) Remarks column for the use of Inspection Officer.

APPENDIX-V

LABOUR BOARD

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

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

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

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

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

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

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

APPENDIX-VI

**Part-A: For all Establishments]
Register of Workmen Employed by Contractor**

Name and address of contractor.....
 Name and address of establishment which contractor is carried on.....
 Name and location of work.....
 Name and address of Principal Employer.....

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

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

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

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

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

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

Form-XVI

Muster Roll

Name and address of contractor.....

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

Name and location of work.....

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

SL. NO	NAME OF WORK MAN	SEX	FATHER'S / HUSBAND NAME	DATE					REMARK
				1	2	3	4	5	

FORM B**FORMAT FOR WAGE REGISTER**

Name and address of contractor.....

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

Name and location of work.....

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

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

Name of the Establishment Name of Owner LIN _____ Wage period From _____ To

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

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

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

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

FORM C**FORMAT OF REGISTER OF LOAN/ RECOVERIES**

Name of Establishment _____ LIN _____

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

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

*Applicable only in case of damage/loss/fine

WAGE CARD

Wages Card No.....

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

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

Name of workman.....Month/Fortnight.....

Rate of Wages.....

1	2	3	4	5	6	7	8	9	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	3	31
									0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0

MORNING RATE

EVENING AMOUNT

INITIAL

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

Signature

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

APPENDIX-IX

19/Form-XIX

Wages Slip

Name and address of contractor.....

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

Name and location of work.....

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

1. No. of days worked.....

2. No. of units worked in case of piece rate workers.....

3. Rate of daily wages/piece rate.....

4. Amount of overtime wages.....

5. Gross wages payable.....

6. Deduction, if any.....

7. Net amount of wages paid.....

Initials of the contractor or his representative

14/Form-XIV
Employment Card

- Name and address of contractor.....
- Name and address of establishment under which is carried.....
- Name of work and location of work.....
- Name and address of Principal Employee.....
- 1. Name of the workman.....
- 2. SI. No. in the register of workman employed.....
- 3. Nature of employment/designation.....
- 4. Wage rate (with particulars of unit in case of piece work).....
- 5. Wage period.....
- 6. Tenure of employment.....
- 7. Remark.....

Signature of Contractor

APPENDIX-XI

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

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between

[Hereinafter called the said contractor(s)] for the work (Hereinafter "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs..... (Rupeesonly) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We (Indicate the name of the Bank) (Hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees only) on demand by AAI.

2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

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

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

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

- 5. We..... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whOPSoever which under the law relating to securities would, but for this provision, have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
- 8. This guarantee shall be valid up to unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of

Dated this _____ Day of _____

Witness

- 1.
- 2.

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorization No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India

Signature _____

Name _____

Designation _____

Dated _____

Note: * Date of validity should be schedule date of completion + Six months.

APPENDIX-XI-A

Format for Letter of undertaking from the Depositor to Bank

(To be submitted along with Security Deposit / Earnest Money / Performance Guarantee to Airports Authority of India)

(To be submitted in the Letter head of the firm)

The Branch Manager,
.....Bank,
.....

Sub: - My / Our Bank Guarantee bearing No.....dated for amount..... Issued in favor 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 favor the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

APPENDIX-XII

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of AAI.
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual Indiscipline
9. Causing damage to work in the progress or to property of the AAI or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name, etc.
13. Habitual loss of wage cards supplied by the employer's
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the
Work place
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the
Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.

19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.

20. Holding meeting inside the premises without previous sanction of the employers.

21. Threatening or intimidating any workman or employer during the working hours within the premises.

Form-XVII
Register of Fines

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....

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

APPENDIX-XIV

Form-XVII

Register of Deduction for Damage or Loss

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....

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

Form-XXII
Register of Advances

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....

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

Form-XXIII

Register of Overtime

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....

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

NOTICE FOR APPOINTMENT OF ARBITRATOR

[Refer Clause 25]

To

.....
.....
.....

Dear Sir,

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

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

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

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

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

Yours faithfully
(Signature)

Copy to:

1. The OPS In-Charge.....,

SCHEDULES**SCHEDULE `A`**

SCHEDULE		
Reference to General Conditions of Contract.		
Name of work: - “Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational Area at Aurangabad Airport during the year 2021-22”		
1	Estimated cost of work:	Rs. 28,78,251/- (12 Months) Including GST
2	Performance Security	3% of contract value of work / actual value of work
3	Security Deposit:	10% of contract value of work / actual value of work
4	Release of security deposit	As per GCC Clause 45
5	Time period of completion:	12 Months (Extendable for further 12 months based on the performance)

Before quoting rates in “Items” Section 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. All rates shall be quoted in the format provided and no other format is acceptable. Bidders are required to download the SOQ file, open it and complete the BLUE colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the File name. If the SOQ file is found to be modified by the bidder, AAI will be at liberty to suspend the contractor for participating in any of AAI tender for one year in any name and style.

GENERAL RULES & DIRECTION AND DEFINITIONS:

1	Office Inviting tender	OPS In-Charge, AAI Aurangabad Airport, Aurangabad
2	Accepting Authority	OPS In-Charge, Aurangabad
3	Percentage on cost of materials (If applicable) and labor to cover all overheads and profits	15%
4	Standard Schedule of Rates	Minimum Wages & Market rate
5	Department	Air Traffic Services, AAI, Aurangabad Airport
6	Standard A.A.I. Contract Form	Corrected up to date
7	Time allowed for submission of Performance Guarantee from the date of issue	As per Tender Document
8	Maximum allowable extension beyond the period as mentioned above	As per the clause mentioned in GCC
9	Number of day from the date of issue of letter of acceptance for reckoning date of start	15 Days
10	Specification to be followed for execution of work	As per the Tender Document
11	Competent Authority for deciding reduced rates	OPS In-Charge

SCHEDULE `E`

Reference to General Condition of contract

Name of work: “Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational Area at Aurangabad Airport during the year 2021-22”

Estimated cost of work : **Rs28,78,251 /-**

ii Performance Guarantee: As per the Tender Document

iii Security deposit : The security deposit amount shall be Calculated @10% of quoted amount.

SCHEDULE `F`**GENERAL RULES & DIRECTION**

Officer inviting tender : OPS In-Charge, AAI, Aurangabad Airport,
Aurangabad

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	a: 30% (Overall) b: 100% (for foundation Items)
--	---

Definitions:

Office inviting tender : OPS In-Charge, AAI, Aurangabad Airport, **Aurangabad**

2(v) Engineer-in-Charge : AGM (ATM)

2(viii) Accepting Authority : As per DOP

2(x) Percentage on cost materials & Labor to cover all overheads & Profits : **15%**

2(xi) Standard schedule of rates : **Not Applicable**

2(xii) Department : Air Traffic Services, AAI, Aurangabad Airport

Clause 5

	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days / date of commencement of work.
--	---	---

Clause 6, 6A

Clause applicable – (6 or 6A):

Clause 6 is applicable

12.2 & 12.3	Deviation limit beyond which clauses 12.2 and 12.3 shall apply for buildings, pavements and all other works above foundation level.	Not Applicable
12.5	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	Not Applicable

Clause 18 Not Applicable

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

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36	
						Figures Rs.	Words
1.	As per Additional Conditions of contract						

Clause 41(b)

Integrity Pact applicable

No

SPECIAL CONDITIONS OF CONTRACT

1. The personnel engaged by the contractor shall be of unblemished character and antecedents, above 18 years and below 50 years of age and physically fit to carry out the work of Bird & Animal scarring and allied services at the airport.
2. The work shall be carried out as per the prescribed guidelines from Government of India and Airports Authority of India for contract employees.
3. The Contractor shall comply with guidelines laid down by other regulatory bodies.
4. The Contractor and their employees will have to exercise the precautions published by Ministry of Health and Family welfare amid COVID-19 pandemic.
5. The Contractor has to ensure that the employee is not suffering from any ailment and not under influence of psychoactive material before joining the work.
6. As the site of the work is in the restricted area, the contractor is required to obtain Airport Entry Permit (AEP) card which will be issued after paying fees (Rs. 90/- per person containing validity up to Three Months) and submitting the below listed documents in two sets –
 - a. Duly Filled BCAS-AEP form with genuine information.
 - b. Self-attested Copy of Government issued photo identity card.
 - c. Copy of work order issued to the agency from AAI.
 - d. Self-attested copy of appointment letter issued to the employee from the employer.
 - e. Valid Character Certificate and Antecedent Report obtained from police station.
- Any other formalities as applicable / enforced from time to time shall be complied and charged as per the guidelines. No claim whatsoever on this shall be allowed. Incidental expenses incurred shall be borne by the contractor.
7. The Zone Gun, Crackers, Commercial LPG required for Bird & Animal Scaring will be supplied by AAI.
8. The maximum amount of Rs.1,00,000/- will be paid to agency for arranging all the essential items in good condition for the contractual period to each employee as mentioned below-
 - a. Uniform in two sets.
 - b. Garden umbrella with stand.
 - c. Rain protection suit.
 - d. Safety reflective jacket.
 - e. Sports Shoes.
 - f. Gum Boots.
 - g. Sports whistle.
 - h. Rechargeable Heavy Duty Torch.
 - i. Stick (Lathi) approximate 6 feet length.
 - j. Plastic Molded Chair.
 - k. Sun protection hat.

I. Basic Tool Kit.

The certified bills mandatorily with applicable GST against purchasing above listed items or as raised by the OPS-In-Charge; has to be submitted to the OPS-In-Charge, the consolidated amount will be paid by AAI after verification.

Note- The above listed items has to be arranged within one month from the date of award.

9. The consolidated amount of Rs. 1,000/- will be paid to agency for usage of Stationery items during tender period.

10. The Contractor will be responsible to get the items verified from the OPS-In-Charge before putting under use.

11. **Payment-** Payment will be made in INR (₹) only for the executed work and production of original bill/invoice + applicable GST along with Attendance, Pay slip (containing Salary, NHA Allowance and Bonus as applicable), ESIC& EPF submission Details and any required documents on demand before 7th of each successive month for verification and payment. NHA, Bonus, ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary proof. The Contract workman engaged shall be paid wages by cheque or crediting the wages in his account through ECS after obtaining authorization from the contract workers to ensure transparency and facilities timely payment to the persons engaged by the contractor for execution. The documentary proof required to be submitted to this office monthly. The contractor shall intimate his EPF Account Code No. allotted by Regional PF Commissioner to the project manager.

After award of work, contractor shall continue to have valid PF Account Code No. till actual completion of the contract.

The contractor should quote the rates very carefully in SCHEDULE OF QUANTITIES, considering current rates of minimum wages & all statutory requirements as per above.

Current rates of minimum wages from 01.10.2020 to 31.03.2021 are given below:

i)	Semi-Skilled	:	Rs. 603.00
ii)	Un-skilled	:	Rs. 557.68

12. The Contractor shall execute his work in such a manner that no damage is made to the men and existing structure. Airports Authority of India shall not be responsible for any loss of men and material engaged by the contractor at site.

13. The Contractor shall be responsible for the watch & ward of the items used by their agency. If case of minor damage or normal wear & tear of the items under use, shall be repaired by the Contractor.

In case of total loss of AAI properties, the amount decided by AAI towards of the items under use, shall be paid by the Contractor.

14. As the work shall be carried out on all days in the calendar year of the contract, hence contractor shall provide uninterrupted services by hiring reserve man power considering leave vacancy and exigency.

15. If the code of conduct of any contractual employee is found unsatisfactory, such reported persons shall be replaced by the Contractor immediately with reserve manpower. Any failure will attract penalty as decided by the project manager.

16. In case of Weekly-off, other Leave or Absentee, Contractor shall fill the vacancy from reserve manpower. Any failure will attract penalty as decided by the OPS-In-Charge.

17. The Contractor shall immediately attend complaints received in connection with the services or items. Any failure will attract penalty as decided by the OPS-In-Charge.

18. In case, the contractor does not deploy adequate manpower for the services stipulated under the Contract, AAI will have the right to employ people from any alternate source and recover the extra cost incurred from any of contractor's bill or Security Deposit.

19. AAI reserves the right to terminate the contract by issuing a written notice period of 30 days without assigning any reasons and without payment of compensation. The decision of AAI in this regard, shall be final and binding to the contractor.

20. In the case of breach of terms & condition of this contract, minor offences and complaints, AAI may recover compensation from the Contractor up to the limit of security deposit of the contract at its Discretion. The decision of the Authority in this respect will be final and binding on the Contractor.

20. A penalty may be imposed maximum to the extent of 25% of the bill amount of that month submitted by the contractor on account of unsatisfactory performance. This amount will be deducted from the monthly payment charges of the contractor. The decision of the project manager or Airport Director in this respect will be final and binding.

21. If any portion of the works has been given on a piece-work basis and the cost of such work has increased because of the increase in the same, OPS-In-Charge shall discuss the same with the contractor and re-fix service charges for the same. The decision of AAI in this regard shall be final and binding to the parties hereto.

20. The contractor is not appointed as an exclusive party for this job and AAI reserves the right to appoint one or more agencies.

21. The Contractor shall not, unless with the written consent of the Authority, create a sub- contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.

22. If the Contractor is an individual or a proprietary concern and the individual or proprietor Dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in any way liable to payment of any

compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

23. The employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.

24. If after submission of the tender, the minimum wages of labor increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in Taxes) beyond the wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the minimum wages of labor as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in Taxes). Authority shall in respect of labor engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of wages of Labor on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified extended period. Project manager may call books of account and other relevant documents from the Contractor to satisfy himself about reasonability of increase in prices minimum wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such minimum wages of labor, give notice thereof to the OPS In-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, only labor component engaged for the work executed during period under Consideration shall; be considered. The component of labor engaged against work done during that period and the increase / decrease in labor shall be considered on the minimum daily wages in rupees of any skilled/Semiskilled worker, fixed under any law, statutory rule or Order.

The Following Penalties As Mentioned Below Are Liable On The Contractor For Not Deploying The Manpower As Per Plan/ Chart & Other Activity:

SN	Type of work / quantity	Unit	Penalty (In Rs.)
1	For not deploying Bird Scarcer	Per day For Each Person	1000
2	For not deploying Supervisor	Each Case	1000
3	Not wearing proper uniform and without having essential accessories.	Per day for Each Person	500
4	Flight delay exceeding 5 minutes due to presence of Wild Life including Birds inside the Operational Area including Apron.	Each Incident	5000
5	Confirmed bird hit- If reported by Pilot and Dead Bird recovered inside the Airport premise during the period of 20 minutes before Sunrise to 20 minutes after Sunset time.	Each Incident	5000
6	Not operating serviceable zone guns	Per Day for Each Zone Gun	1000
7	Not performing multitasking works as per Instruction of OPS in-charge/Tower Supervisor.	Per Day	1000

25. The Payment to the Contract Employee per Month Shall Not be less than the Minimum Wages (as per notification issued by O/o Deputy Chief Labour Commissioner (Central), Ministry of Labour Employment, Government of India.

Revised order as may be issued by regulatory office from time to time shall be followed. The difference to the hike in minimum wages shall be reimbursed to the working Agency without any Profit.

If the contractor quoted amount is less than the minimum wages then the bid will be rejected and AAI will be at liberty to suspend the contractor for participating in any of AAI tender for one year in any name and style.

SCOPE OF WORK

1. Considering optimum utilization of manpower; multitasking ability is mandatory from the personnel to be engaged under the job contract. Their primary duties and responsibilities would be as follows:-

a. To guard the airfield by scaring and chasing away Birds, Dogs, Monkeys, Rabbits and stray animals from operational area and ensure it is obstruction free.

b. To remove dead insects / birds / animals from operational area and bury them away from airport premises.

c. To remove Foreign Objects Detected (FOD) from the airfield. Grass cutting & trimming of trees whenever required.

d. To follow the SOPs in place for bird & animal scaring and Dos and Don'ts while in operational area.

e. To supply the essential items such as Uniform etc on approved rates prescribed from O/o OPS In-Charge. The expenditure will be reimbursed to contractor on submission of original Tax invoice.

f. Grass Cutting and Cleaning Of Assigned Area.

g. Any Other Task Assigned By the Project-In-Charge.

2. The bird & animal scarring personnel engaged by the contractor will be rotated from one location to another as per the directions of Project-In-Charge.

3. Supervisor shall be responsible for deployment of Bird Scarer and carry out supervisory duties envisaged under the job contract.

4. Daily two shift will be performing at the airside operational area. Total man power shall not be less than 04 (03 Un-Skilled +01 Semi-Skilled supervisor) per day per shift (08 Hrs. per shift), may be extended as per the watch extension period.

5. **Training:** Job contract for bird, animal scaring and allied works requires familiarization of the area of work, Safety precaution, and high motivation to remain alert in sun, rain and adverse weather condition. Hence the Contractor shall before deployment of manpower ensure that such manpower are adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel. The contractor shall ensure that his personnel use the bird and animal scaring devices only for bird/animal scaring. They shall not aim these devices at any human or aircraft. The training of contractor's personnel for use of

devices shall be at the equipment supplier end. The contractor shall submit a certificate to this effect prior to commencement of work.

6. The Personnel deployed by the contractor shall ensure that the birds (kites & vultures etc) and stray animals (Dogs, Monkeys, COPS and Jackals etc) in the operational area are kept away from the runway and approach path inside the operational area if they pose danger to the aircraft operations. The area for this purpose will be the entire length of runway, extended runway center-line and its either sides within the boundary wall of operational area.

8. The Contractor shall supply additional manpower on requirement of AAI based on written requirement from AAI due to likelihood of increased bird activity / animal menace for which the contractor shall submit separate bills as per the prevailing minimum wages.

9. Installation and Maintenance of Thin film reflector.

10. A documented procedure for stock management, accounting, issue and distribution of Crackers to bird chasers and bird scarer on daily basis or periodic basis will be developed to avoid any misuse of and Bird Hazard Control device etc. and shall be made available to this office for record.