

NOTICE INVITING TENDER



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
नेताजी सुभाष चन्द्र बसु अन्तरराष्ट्रीय विमानपत्तन, कोलकाता
N. S. C. B. INTERNATIONAL AIRPORT, KOLKATA

Job Contract for “Removal of Garbage from NSCBI AIRPORT, KOLKATA”

DEPARTMENT OF OPERATIONS – AIRSIDE MANAGEMENT



**AIRPORTS AUTHORITY OF INDIA
NSCBI AIRPORT, KOLKATA - 700 052
OPERATIONS DEPARTMENT**

NAME OF WORK: Removal of Garbage from NSCBI AIRPORT, KOLKATA

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E-TENDER NOTICE

Airports Authority of India invites Item Rate tender through e-tendering portal by Asst. General Manager (Ops-ASM), Dept. of Operations, N.S.C.B.I. Airport, Kolkata on behalf of Chairman AAI from eligible contractors for the Job Contract for **“Removal of Garbage from NSCBI AIRPORT, KOLKATA”** for an estimated cost of **Rs. 54,15,172 /-** with a period of completion **12 (Twelve) months.**

For detail information log on to CPP e-Procurement Portal, <https://etenders.gov.in/eprocure/app> Further clarification / corrigendum, in this regard, if any, shall be put up only on NIC e-tender portal.

TENDER DETAILS & SCHEDULE

1.	Tender Id.	:	2022_AAI_112047_1
2.	Tender reference No.	:	AAC/GFS-17/CONTRACT/GarbageRemoval/
3.	Name of work	:	Removal of Garbage from NSCBI AIRPORT, KOLKATA
4.	Estimated Cost	:	Rs. 54,15,172 /- (excluding GST)
5.	Tender Processing Fee (Online)	:	Rs. 1,000/- plus 18% of GST =Rs.1,180.00 (Non- refundable)
6.	EMD Amount (Online)	:	Rs. 1,08,303/- (2% of Estimate cost)
7.	Time Allowed	:	1 Year (Twelve Months) (Extendable for Six months subject to satisfactory performance of work and approval of tender accepting authority)
8.	Publishing Date	:	05/04/2022, 1230 hrs
9.	Bid Document Download / Sale Start Date (Next day of publishing date)	:	06/04/2022, 1100 hrs
10.	Clarifications Start Date	:	06/04/2022, 1200 hrs
11.	Clarifications End Date	:	20/04/2022, 1200 hrs
12.	Bid Submission Start Date	:	06/04/2022, 1200 hrs
13.	Bid Submission End Date	:	25/04/2022, 1700 hrs
14.	Bid Opening (Envelop-I)	:	27/04/2022, 1530 hrs
15.	Bid Opening (Envelop-II)	:	06/05/2022, 1530 hrs

**AIRPORTS AUTHORITY OF INDIA
NSCBI AIRPORT, KOLKATA - 700 052**

NOTICE INVITING e-TENDER (2 Envelope Open Tender)

(Tender Id: 2022_AAI_112047_1)

1. Item rate tenders are invited through the e-tendering CPP portal by Asst. General Manager (Ops), Operation Department, Airports Authority of India, NSCBI Airport, Kolkata – 700052 on behalf of Chairman, Airports Authority of India from the eligible contractors/companies/ agencies for the work of **“Removal of Garbage from NSCBI AIRPORT, KOLKATA”** at an estimated cost of **Rs.54,15,172 /- (Rupees Fifty four lacs fifteen thousand one hundred and seventy two ONLY) (Excluding GST)** with completion period of **12 (Twelve) Months (Extendable for six months subject to satisfactory performance of work and approval of tender accepting authority).**

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

Prospective Tenderers are advised to get themselves registered 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://etenders.gov.in/eprocure/app>** or **<https://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](http://aai.aero/tender/e-tender/help%20desk%20support).

- (i) For any technical related queries, please call the Helpdesk. The 24 x 7 Help Desk details are as below: -

Tel: 0120-4200462,0120-4001002, Mobile: 8587934507/8920216776.

E-mail: support-eproc@nic.in,

Tenderers are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

- (ii) For any further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days. (The Helpdesk services shall remain closed on all Govt. Gazetted Holidays)

In case of any technical issues faced, the escalation matrix is as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

2. Following 02 envelopes shall be submitted through online at CPP-portal by the bidder as per the following schedule: -

(A) Envelope-I (Tender Processing Fee, EMD, Technical bid and Qualifying requirements of contractors / firms): -

- Tender processing fee of Rs. (1,000.00+18% of GST) =**Rs. 1,180.00 (i/c GST), non-Refundable** will be required to be paid online through CPP E-Tender Portal.
- EMD of the value Rs. 1,08,303/- shall be accepted online through the CPP E-Tender portal.
- **For Micro and Small Enterprises (MSEs) registered** with District industries centres or Khadi and Village industries Commission or Khadi and Village industries Board or Coir Board or National Small industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as MSMED Act, 2006, for goods produced and services rendered, **shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit (EMD).**
- Airports Authority of India will return the earnest money where applicable to every unsuccessful tenderer except as provided in the Tender documents.

The tenderer is required to upload scanned copy of digitally signed file of following documents in Envelope-

- i) The benefit as above to MSEs shall be available only for goods/ services produced and provided by MSEs for which they are registered. MSEs seeking exemption and benefits should enclose an attested/self-certified copy of valid registration, 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.
- ii) 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 & 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.
- iii) Agency specialized in the similar nature of work and registered with Registrar of Companies / Firms / Central Govt. / State Govt./ Municipal Corporation/ Development Authorities as the case may be and having Permanent Account Number (PAN) and GST Registration Certificate.
- iv) The agency shall be registered with ESI and EPF authorities and shall submit the same in the pre-qualification document.
- v) 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.21,66,069.00** or two works, each of **Rs.27,07,586.00** or one work of **Rs.43,32,138.00** in single contract of Similar nature of work i.e. the agencies who had executed the work for Solid Waste Management/Garbage removal or Environment Support Services/Up-keeping comprising collection, segregation & disposal of garbage during last seven years ending on 31.03.2022.

“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.

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) in support of their claim for having experience of stipulated value of work. The experience certificates of works completed on pre GST era, Completion amount will be divided by 1.12 (to exclude pre GST tax of VAT 12%) to make it at par with experience certificates of post GST era but excluding GST.**

- vi) Should have annualized **average financial turnover of Rs.16,24,552/-** against works executed during last three years ending **31st March 2021**. As a proof, CA attested copy (with UDIN) of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the Bid/tender. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- vii) Other Undertaking and Affidavit (duly filled Annexure- A to F)

(B) 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:

<https://etenders.gov.in/eprocure/app> 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.

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 <https://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, EMD, Technical bid and Pre-qualification): - Envelope-I containing documents as per Para 2(A) (uploaded by the tenderers) shall be opened on date & time mentioned in **Tender details and schedule sheet**.

If the bidder has any query related to the Bid Documents 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. 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 tender shall be liable for rejection.

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 **Tender detail and schedule 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 AAI shall take the following action:**
 - a) **Forfeit the entire amount of EMD submitted by the tenderer/action as per Undertaking submitted by the firm.**
 - b) **The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action.**
9. Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
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 Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments, shall be applicable for tenders of supply/services and shall not be extended to construction work. **The above mentioned work will not be split but other benefits may be given to Indian Micro & Small Enterprises (MSEs) units firms.**

GENERAL CONDITIONS OF CONTRACT

A) General Rules and Directions.

B) Conditions of Contract

C) Clauses of Contract

A) GENERAL RULES AND DIRECTIONS

1. Not more than one Tender shall be submitted by a contractor or a firm. Not more than one concern in which an individual is interested as Proprietor and/or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.
2. Tender must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. Bank details shall be furnished by the firm through an application duly signed by all partners for payment to the firm through bank transfer.
4. Any person who submits a tender shall fill up the prescribed BOQ, 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.
5. The tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the bidder in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However,
 - i. if a discrepancy is found between rates in figures and in words, then the rates which correspond with the amount worked out by the bidder shall unless otherwise proved be taken as correct.
 - ii. If the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct.
 - iii. Where the rates quoted by the bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
 - iv. In event no rate has been quoted for any item(s) leaving space blank both in figure(s) and word(s) or cancelled the quoted rate in figure(s), and word(s) but the amount corresponding to the item(s) is worked out by the bidder and added to the grand total, then rate(s) of the items(s) shall be derived from the amount(s) quoted by the contractor against such item(s).
 - v. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
 - vi. Sub Para (i to iv) above shall not be applicable in case of e-tendering.
6. Wherever the price of the **lowest bidder is lower than the justified cost by more than 25%, lowest bid can be termed as Abnormally Low Quoted Bid (ALQB)**. Processing of such bid shall be as follows:
 - i) The bid processing manager shall seek from lowest bidder, a Bank Guarantee amounting to 10% of the difference between 75% of the justified cost and the cost quoted by the bidder. This bank guarantee shall be termed as Quality

- Protection Bank Guarantee (QPBG) and shall be over and above the normal bank guarantee and shall be valid of the work.
- ii) The lowest bidder has to submit the QPBG within 10 days of issue of letter from Bid Manager.
 - iii) On receipt of QPBG from the lowest bidder, the bid processing manager shall submit the case to the officer competent to accept the tender as per delegation of powers.
 - iv) In case of Percentage Rate Tenders, QPBG shall be asked for 10% of the difference between 75% of the justified cost and the corresponding cost worked out on the basis of percentage quoted by lowest bidder.
 - v) The QPBG for any tender shall be fixed amount as onetime measure and will not vary at any stage during the currency of the work or contract.
 - vi) The justified cost worked out by AAI shall be final and binding on the contractor.
 - vii) In case of labour intensive ALQB like MESS, Annual Maintenance Contract for supply of labourers, Operation & Maintenance Contract and other similar works, contractor shall transfer / deposit salary of the individual worker to their bank account which should be linked with AADHAR and a statement is to be submitted to AAI along with each running bill and final bill.
 - viii) In case the lowest bidder fails to submit QPBG within stipulated time, as decided by Bid Manager or contractor does not transfer / deposit salary of the individual worker to his/her bank account which should be linked with AADHAR and do not submit statement to AAI as the case may be the tender shall be rejected / foreclosed and EMD / SD collected till date shall be forfeited.
 - ix) In case of non-execution / completion of the work, QPBG and EMD/SD collected till date shall be forfeiter.
- 7.** In case the contractor does not carry out the work on ALQ items as per schedule or as per NIT specifications, the Officer-in-charge shall issue a letter to the contractor to comply its obligations as per NIT, for ALQ items. Officer-in- charge shall also give one reminder after 10 days of 1st letter and if contractor still do not start the work on ALQ items, then bank guarantee i.e. QPBG should be encashed and work should be got executed through another agency at his risk and cost and in case of exempted category agency they will be debarred.
- 8.** Rates to be quoted by the parties should be for 12 months inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items. However, GST, as applicable, shall be paid to the contractor, for any taxable service rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.
- 9.** 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.
- 10.** 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.

11. REJECTION OF TENDER

- a. AAI reserves the right to reject any or part of the tender without assigning any reason. The documents submitted by the tenderer shall not be returned. AAI also reserves the right at its sole discretion not to award any order under this tender call. This decision does not commit AAI to pay any costs or loss incurred directly or indirectly what so ever.
- b. If the tenderer deliberately gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded and to forfeit the earnest money, absolutely.
- c. Canvassing in any form in connection with the tenders is strictly prohibited and the tenderer submitted by firms who resort to canvassing are liable for rejection.
- d. Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- e. No correspondence shall be entertained from the tenderers after the opening of Price bid of the tender unless called by AAI.
- f. Tenderer with incomplete/ ambiguous details are liable to be rejected without seeking any further clarification.
- g. If at any stage, any information/ documents submitted by the applicant are found to be false; the agency shall be liable for debarment from tendering in AAI, apart from any other appropriate legal action.

- 12.** AAI will not be responsible for any delay due to link failure/ internet problem etc. in respect of submission/ receipt of any documents or in submission of e-bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the bidder to make sure that the required documents/e-bid is submitted in time.

B) CONDITION OF CONTRACT

1. Definition

The contract means the documents forming the tender and acceptance thereof and the formal agreement / agreements executed between the competent authority(s) on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to form one contract.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

- i. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such services, be rendered and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii. The **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.
 - iii. **The Chairman** means the Chairman Airports Authority of India and his Successors.
 - iv. The **Officer-in-Charge** means the Operations Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India.
 - v. **AAI or Airports Authority of India** shall mean the Chairman Airports Authority of India.
 - vi. The terms **Member (Operations)** means the head of Department of Operations, Airports Authority of India.
 - vii. **Accepting Authority** shall mean the General Manager (Ops-ASM) AAI, NSCBI.
 - viii. **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.
 - ix. **Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.
 - x. **Tendered value** means the value of the entire work as stipulated in the letter of award.
2. **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.
3. 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.

4. 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.
5. **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.
6. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
7. **Signing of Contract:** The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, **shall sign the contract agreement. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.**

C) CLAUSES OF CONTRACT

CLAUSE 1

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% (Ten percent) of the gross amount of each running bill till the sum along with the sum already deposited as earnest money will amount to security deposit of 10% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of DD or BG of Nationalised Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a DD or BG of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said DD or BG, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in DD or BG tendered by the Nationalised bank or Scheduled Banks (but not any Co-operative or Gramin bank) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by Nationalised Bank or any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh.

CLAUSE 2

When Contract can be Determined

Subject to other provisions contained in this clause, the Officer in charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Officer in charge a notice in writing to rectify any defective work or that the work is being performed in an inefficient or otherwise improper or non-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Officer in charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Officer in charge.

- (iii) If the contractor fails to complete the work within the stipulated period or items of work with individual period of completion, if any stipulated, on or before such period of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Officer in charge.
- (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 Officer in charge.
- (v) If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI.
- (vi) If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Officer in charge.
- (vii) If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor does anything to the contrary as mentioned below:

The contractor shall not without the written consent of the competent authority (which consent shall not be unreasonable withheld to the prejudice of the contractor) assign / sub-let this contract or any portion of the work/services. In any case maybe the whole responsibility for the entire work/services shall be of the contractor

When the contractor has made himself liable for action under any of the cases aforesaid, the Officer in charge on behalf of the AAI shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Officer in charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security

Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.

- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor 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 Officer 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 Officer in charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 2A

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

CLAUSE 3

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

CLAUSE 4

Time and extension of the contract

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

CLAUSE 5

Payment of final bill

The corrected final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Officer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Officer-in-charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the officer-in-charge or his authorised representative complete with account of materials issued by the Department and dismantled materials.

CLAUSE 6

Payment of Contractor's Bills to Banks

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

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

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

CLAUSE 7

Work to be executed in Accordance with contract etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tool and plants including for measurements and supervision of all works, and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy suitability

and safety of all the works and methods of garbage removal.

CLAUSE 8

Deviations

The Officer-in-Charge shall have power to increase maximum 30% for quantity of items and the contractor shall carry out the works in accordance with any instructions given to him in writing signed by the Officer-in-Charge and such alterations shall form part of the contract as if originally provided therein and any altered in item 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.

CLAUSE 9

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

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

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

CLAUSE 10

Suspension of Work

- (i) The contractor shall, on receipt of the order in writing of the Officer 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 Officer in charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
- (a) On account of any default on the part of the contractor or;
 - (b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - (c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Officer in charge.

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

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

Where it affects only a part of the works as on omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Officer in charge. In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

CLAUSE 11

Action in case Work not done as per Specifications

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

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

In such case the Officer in charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule may considered reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, at the risk and cost of the contractor. Decision of the Officer in charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 12

Contractor Liable for Damage, Defects During work

If the contractor or his working people or labour shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb fence,

enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work, the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the officer in charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the garbage removal contract whichever is earlier.

CLAUSE 13

Contractor to Supply Tools & Plants etc

The contractor shall provide at his own cost all materials machinery, tools, vehicle & other important supporting accessories which will be required for the job or which may be necessary for the purpose of satisfying or complying with the requirements of the Officer 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 therefore 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 Officer in charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 13 A

Recovery of Compensation paid to Workmen

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

CLAUSE 13 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the AAI Contractor's Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and

without prejudice to the rights of the AAI under sub section (2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.

CLAUSE 14

Labour laws to be complied by the Contractor.

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

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

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

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

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

CLAUSE 14 A

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

CLAUSE 14B

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be

complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions unauthorised made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (iv) The following deductions shall be permissible to be made by the officer-in- Charge
- (a) The Officer 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 from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Officer 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 Officer in charge concerned.
- (v) The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of contractor and that contractor shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the contractor from the wage of workmen.
- (x) The minimum wages payable to the workmen shall be the higher of the two, i.e.

minimum wages published by the Chief Labour Commissioner, Ministry of Labour and Employment New Delhi (Central Govt.) (OR) published by the State Govt.

CLAUSE 14 C

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

CLAUSE 14 D

The contractor shall submit by the 4th and 19th of every month, to the Officer 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:

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to him,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.

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 Officer in charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 14 E

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

CLAUSE 14 F

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 filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of

the estimated cost of the work put to tender. The decision of the Officer in charge shall be final and binding on the parties.

CLAUSE 14 G

The Officer in charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 14 H

It shall be the responsibility of the contractor to see that the building under service is not occupied by anybody unauthorized during cleaning, and is handed over to the Officer in charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Officer in charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Officer in charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 15

Minimum Wages Act to be complied with

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

CLAUSE 15 (A)

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

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

- a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.
- c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPF and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.

- d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.
- e) Wherever ESI is not applicable, agency shall take a group of mediclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee.

AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.

ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

CLUASE 16

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of Competent Authority. And if the contractor shall assign or sublet his contact, 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 Officer in charge on behalf of the AAI shall have power to adopt the course specified in Clause 2 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 2 shall ensue.

CLUASE 17

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

CLAUSE 18

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Officer in charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 16 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 16.

CLAUSE 19

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer in charge who shall be entitled to direct at what

point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 20

(i) Dispute Resolution Mechanism and Arbitration

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

(ii) Through Dispute Resolution Committee:

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

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

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

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

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

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

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

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

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

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) and Arbitration and Conciliation (amendment) Ordinance 2015 (9 of 2015) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 21

Contractor to indemnify AAI against Patent Rights

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

CLAUSE 22

Action where no specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 7, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications.

In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Officer in charge.

CLAUSE 23

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

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Officer in charge or AAI will be kept withheld or retained as such by the Officer 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) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Officer in charge or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

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

Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor

shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Officer in charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Officer in charge.

CLAUSE 23A

Lien in respect of claims in other Contracts

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

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

CLAUSE 24

Hire of Machinery/Vehicle

The Contractor shall arrange at his own expense all tools, machinery, accessories and equipment required for execution of the work.

CLAUSE 25

Empanelment of technical staff and employees

Contractors Superintendence, Supervision, Supervisory staff & Employees

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

The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Officer in charge, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal Supervisory representative to be charge of the work and other Supervisory representative (s) who will be supervising the work. The Officer 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 Supervisory representative and other Supervisory representative (s) shall be appointed by the contractor soon after receipt of the approval from Officer in charge and shall be available at site before start of work.

All the provisions applicable to the principal Supervisory representative under the clause will also be applicable to other Supervisory representative(s). The principal Supervisory representative and other Supervisory representative (s) shall be present at the site of work

for supervision at all times when garbage cleaning activity is in progress and also present himself/themselves, as required to the Officer in charge and / or his designated representative to take instructions. Instructions given to the principal Supervisory representative or other Supervisory representative (s) shall be deemed to have the same force as if these have been given to the contractor.

If the Officer in charge-in-Charge, whose decision in this respect is final and binding on the contractor. Further if the contractor fails to appoint suitable Supervisory Principal Supervisory representative and / or other Supervisory representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the Officer in charge shall have full powers to suspend the execution of the work until such date as suitable other Supervisory representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the Supervisory representative (s) along with every on account bill / final bill and shall produce evidence if at any time so required by the Officer in charge.

- ii) The contractor shall provide and employ on the site only such Supervisory assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.
The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.
The Officer 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 Officer in charge -in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Officer in charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 26

Levy/Taxes payable by Contractor

- i) Sales Tax/VAT/WCT (except GST) or any other tax on materials in respect of this contract shall be payable by the contractor and AAI shall not entertain any claim whatsoever in this respect. However, in respect of GST, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Officer in charge after satisfying that it has been actually and genuinely paid by the contractor.
- ii) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor is also bound to allow deduction from his bills any difference in statutory taxes / royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement **of all demands in this regard by Central / State Govt.**
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the AAI and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the AAI and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 27

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

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

CLAUSE 28

Termination of Contract on death of contractor

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

CLAUSE 29

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

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

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

CLAUSE 30

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

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

CLAUSE 31

Release of security deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Officer in charge. The Officer 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.

CLAUSE 32

Cost assessment during pandemic/ force majeure situations

The estimate and manpower/consumable requirement mentioned in the tender, have been worked out on the basis of normal traffic movement/growth scenario of pre COVID-19 pandemic. However, the actual required manpower and average monthly consumables will be assessed and reviewed by a constituted committee every quarter from the beginning of contract, considering the present footfall/traffic & forecast in near future.

This process of quarterly assessment & revision of manpower & consumable will be continued until the normalcy of footfall/traffic i.e. pre COVID-19 footfall/traffic. The monthly bill shall be submitted by the contractor in accordance with actual manpower deployed and considering the justified quantity and rates of consumables as assessed by AAI. The payment will be made accordingly. The rates of consumables should not be more than the estimated rates of AAI.

This clause may also be applicable in any other force majeure situation in which footfall/passenger traffic is reduced/ declined.

The decision of Competent Authority will be final in this regard.

CLAUSE 33

Force Majeure

33.1 Force Majeure

33.1.1 As used in the Agreement the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of event, as defined in Clause 38.1.2, if it affects the performance by the Party claiming the benefit of Force Majeure (“Affected Party”) of its obligations under this Agreement and which act or event

- (i) is beyond the reasonable control of the Affected Party, or
- (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, or
- (iii) has material adverse effect on the Affected Party.

33.1.2 A Force Majeure Event shall mean one or more of the following acts or events:

- (i) nation-wide lawful strike or lockout by persons other than the Concessionaire’s /agency's personnel , employees and workmen; or
- (ii) acts of God, fire, flood, lightning, storm, tornado, earthquake, landslide, soil erosion, epidemics, pandemics, volcanic activity, tsunami or other natural disaster excluding

circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement; or

(iii) loss of or serious accidental damage at the Airport; or

(iv) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, rebellion, terrorism, revolution, insurrection, military or usurped power, blockade, embargo, hostilities (whether war declared or not), revolution, riot, bombs or civil commotion or civil war; or

(v) any act, event or circumstance of a nature analogous to the foregoing.

Provided further that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

(i) failure or inability to make any payment; or

(ii) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event; or

(iii) strikes or labour disputes of any kind or collective bargaining agreements, by/of Concessionaire/agency, resulting in a delay or stoppage of work (other than strikes, labour disputes on a nationwide basis); or

(iv) economic hardship.

33.2 Duty to Report Force Majeure Event

33.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 38 with evidence in support thereof;

(ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(iv) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified in accordance with Clause 38.2.1, the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

33.2.2 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 38.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

33.3 Allocation of Costs Arising out of Force Majeure

33.3.1 Upon occurrence of any Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

33.3.2 Save and except as expressly provided in this Clause 38, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

33.4 Effect of Force Majeure Event

33.4.1 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

33.4.2 It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

33.5 Termination notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 38, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

2. COMPLETION SCHEDULE

- 2.1 The completion period for this work is Twelve months and the work has to be executed as per the defined scope of work. (Extendable for one-year subject to satisfactory performance of work and approval of tender accepting authority)
- 2.2 No additional payment shall be made to the agency for any additional shift work or other incentive methods contemplated by him in his work Schedule even though the time schedule is approved by the Airport Director or his authorized representative.

3. GENERAL OVERVIEW

- 3.1 The firm shall ensure payment of minimum wages applicable and ensure provision of proper uniform for its employees.
- 3.2 The firm shall adhere to all labour regulations.
- 3.3 The firm shall comply with Statutory Govt. Labour regulations like PF, ESI, etc. for their employees working under this contract.
- 3.4 For any loss or damage to the installation due to faulty or poor operation, the agency shall be liable for compensation to the extent of damage done.

LIST OF ACTS AND OMISSIONS FOR WHICH PENALTY CAN BE IMPOSED AND ACTION TAKEN AGAINST THE DEFAULTING WORKER/WORKERS

- a. Willful insubordination or disobedience, whether alone or in combination with other.
- b. Theft fraud or dishonesty in connection with the agencies beside a business or property of AAI.
- c. Taking or giving bribes or any illegal gratifications
- d. Habitual late attendance.
- e. Drunkenness, fighting, riotous, misbehavior, disorderly or indifferent behavior.
- f. Habitual negligence.

- g. Smoking near or around the area where combustible or other materials are locked.
- h. Habitual Indiscipline.
- i. Causing damage to work in the progress or to property of the AAI or of the agency.
- j. Absent from duty/Sleeping on duty.
- k. Malingering or slowing down work.
- l. Giving of false information regarding name, age, father's name, etc.
- m. Habitual loss of wage cards supplied by the employer's.
- n. Unauthorized use of employer's property manufacturing or making of unauthorized particles at the work place.
- o. Making false complaints and/or misleading statements.
- p. Engaging on trade within the premises of the establishments.
- q. Any unauthorized divulgence of business affairs of the employees.
- r. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- s. Holding meeting inside the premises without previous sanction of the employers.
- t. Threatening or intimidating any workman or employer during the working hours within the premises.
- u. Listening music on Mobile / Other Devices.
- v. Not attending the phone calls.
- w. Any misbehavior with AAI customers on phone or in person.

In case a worker or workers indulge in any one of the above acts and omissions, the Contract Agency is liable to be terminated or remove its worker/workers for committing such acts or omissions. The decision of AAI shall be final and binding on the Agency.

In case of unsatisfactory performance, AAI may terminate the contract without giving any compensation.

4. SCOPE OF WORK / AREA OF WORK

- a) The agency shall be responsible for removal of Waste materials, garbage etc. from the all the garbage bins/Collection Points kept in **City Side Area (In front of NITB, Old DTB & ITB, ATC Tower etc.), Terminal Building and Airside/Operational area near vehicular lane of parking stand 61 to 48, 11 to 04, C1 to C5, 13 to 32 along with Major garbage collection point near watch tower no. 2/gate 3, behind Hangars area, LMB area, Sub-fire station, Main fire station, MSSR building or any other area inside/around the operational area)** under the jurisdiction of Airport Director at NSCBI Airport, Kolkata-700 052.
- b) The number of Garbage bins can be increased and/or decreased any time during the contract period by Officer In charge.
- c) **The Agency shall use covered vehicle to lift garbage. The word 'GARBAGE' should be prominently displayed on both the sides of the vehicle. No pass will be issued unless & until covered vehicle is used.**
- d) **Laborers to wear High visibility jackets while performing in Operational/Apron area.**

- e) The garbage from such points shall promptly be removed and after such clearances, the garbage dump/bins shall be sprayed with government-approved disinfectant. Spillage if any should also be promptly cleared.
- f) The frequency of garbage lifting from bins shall be such that at any point of time garbage bins shall not be over flowing.
- g) AAI does not guarantee the quantity of garbage and the entire garbage is to be removed on as-is where-is basis.
- h) All materials, equipment, tools including disinfectants, trucks, etc., required shall be arranged by the agency at own cost.
- i) The garbage shall be disposed of, maintaining all safety precautions as permitted by the GOI/State Government, for which the sole responsibility lies with the Agency.
- j) Garbage shall be collected as prescribed by Govt. /other environmental regulatory agencies.
- k) It is the sole responsibility of the agency to dispose off the garbage/solid waste in the manner as per rules & regulation prescribed by Government of India/State Government/Pollution Control Board/ any other regulating authority etc.
- l) The Authority has a right to check, search, examine the persons and the belongings of the employees/ representatives and agents of the agency while entering/ leaving the premises and they shall not leave the premises unless authorized by the concerned authority.
- m) On account of unsatisfactory performance such as (i) Not maintaining the quality in providing service/facility (ii) Overflow of garbage from Garbage Bins, **the penalty of Rs.1500/- per default shall be imposed.**
- n) The garbage will be removed from the bins and areas surrounding the bins completely and transported in covered vehicles strictly without spillage and littering the roads and airport premises. The Garbage collection points in the Airport shall be kept clear of any dumps or spill outs by the Agency.
- o) The agency has to remove garbage/solid waste from the dustbins provided in the Operational area, Airside, City side, Terminal Building and from any other locations as directed by AAI from time to time in the vicinity of Kolkata Airport.
- p) The Agency shall not carry out any sorting of garbage in the operational area or in the premises of airport except the designated garbage yard/pit.
- q) The dustbins for disposal of garbage at designated points shall be provided by AAI.
- r) The agency has to deploy adequate number of manpower at his cost for collecting the garbage from the designated areas of the airport.
- s) The agency has to obtain/submit Airport Entry Passes at his own cost and as per BCAS guidelines. Delay in this regard shall be the sole responsibility of the agency.
- t) The agency has to obtain Vehicle Entry Permit(VEP) for garbage vehicle and Airfield Driving Permit (ADP) for the driver of garbage vehicle. The ADP and VEP charges shall be paid by the agency.

5. **SECURITY / WORKING IN RESTRICTED AREA**

- 5.1 The work is required at Kolkata Airport, which is a sensitive and high security zone. The successful agency has to follow the security requirements in his day-to-day work.
- 5.2 The successful agency shall be sensitive and responsive to the safety and security factors, which are of primary importance in today's Airport Environment. Bidders are expected to include security as a consideration in all aspects of their planning.
- 5.3 The agency is required to arrange Photo Identity Card (PIC)/AEP (Airport Entry Permit) from BCAS for his staff/employees individually. The credentials and conduct guarantee are to be obtained from concerned Police Station, verified by the agency

and to be submitted with AAI for all the staff/employees individually before deployment. Staff/employee should not be changed frequently once the verification of character and antecedents are done. Any other formalities as applicable/ enforced from time to time shall be complied with at no extra cost. No claim what so ever on this shall be allowed. Incidental expenses incurred towards such police verifications shall be borne by the agency. Expenditure for obtaining Airport Entry Permit from the concerned department for Staff / personnel employed to enter into the Terminal Buildings shall be borne by agency.

- 5.4 If at any time the work or Conduct of any worker is found unsatisfactory or in-disciplined or without uniform/PIC or otherwise in any manner deficient to the requirements of the terms & conditions of the contract by AAI, such persons shall be removed by the Agency immediately with suitable substitute.
- 5.5 In the event of any restrictions being imposed by the Security agency, AAI, or any other authority having jurisdiction in the area on the working or movement of labour/material, the agency shall strictly follow such restrictions and nothing extra shall be payable to the agency on this account. The loss of time on this account, if any, shall have to be made up by agency by generating additional resources etc.

6. **PAYMENT**

- 6.1 The agency shall submit bill monthly by 7th day of next month. On receipt of the bill, AAI will verify the bill and pass for payment of bill within 15 days from the date of receipt of bill. Payment will be made through e-payment normally within 30 days from the date of receipt of bills.
- 6.2 The successful agency will accept full and exclusive liability for the consolidated wages, PF, ESI, Bonus, the agency quoted rate shall be inclusive of all statutory labour components, viz, PF, ESI, Bonus, any increase/decrease in minimum wages etc. and exclusive of GST. GST paid by the agency will be reimbursed as per actual against production of documentary evidence of having paid such tax/ duty.
- 6.3 Statutory requirement of local authority / State Govt. / Central Govt. shall be responsibility of the successful tenderer.

7. **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

In addition to the Safety practices to be followed, the agency shall establish and maintain an effective Health, Safety and Environment (HSE) management system.

8. **The rates quoted shall be in Indian Rupees only and Exclusive of GST.**

9. **Before quoting the rate, site should be inspected.**

10. **SECURITY DEPOSIT**

The bidder, whose tender is accepted, will be required to furnish Security Deposit of 10% (Ten Percent) of the Contract Amount within 10 days of issuance of work order. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank but not cooperative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed. Otherwise, the Security deposit will be collected by deductions from the running bills of the contractor at equal installments.

Security deposit shall be deducted as per Agreement condition on running bills and will be released after successful completion of work.

The contractor may also deposit the following guarantees towards Security Deposit

A Security Deposit in the form of irrevocable Bank Guarantee which shall be furnished before signing of agreement, to the extent of 10% (Ten percent) of the entire contract amount from a Nationalized / Scheduled Bank (as per RBI schedule), having office in India, acceptable to AAI. The Bank Guarantee will remain valid until claim period as per contract provisions.

The same shall be released after completion of service period of 12 (twelve) months. However, for increased service period, if any, the same shall be paid after completion of such increased period

11. CONTRACT AGREEMENT

- i. The contract agreement shall be executed within 15 days of issue of award letter and shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the Contractor.
- ii. Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

12. DAMAGE TO PERSON AND PROPERTY

The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the garbage disposal or garbage removal works by them and against all claims, demands, and proceedings of or in relation thereof.

13. INSPECTION OF SITE

The Officer-in-Charge or his authorized representative shall have full power to inspect any portion of the work and workmanship at the contractor's works acceptance of any work shall in no way relieve the contractor of his responsibility for meeting the requirement.

14. BYE-LAWS

- 1) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Officer-in-Charge, informed of the said compliance with the bye-laws, payments made, notices issued and received.
- 2) The contractor shall indemnify the AAI against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties license

fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereto.

15. **DEVIATION FROM THE SPECIFICATIONS, STIPULATION, AND CONDITIONS**

The contractor is not to vary specifications, stipulation, conditions of tender document or instructions to execute any work of any kind what so ever unless so authorized by the officer-in Charge in writing. For any extra work involved in consequence of some breach of this contract on the part of the contractor(s), no extra payment will be admissible to the contractor.

16. **VALIDITY OF TENDER**

The tender must be valid up to 90 days from the **date of opening Tender**. The tenderer shall not be entitled during the said period without the consent in writing of AAI to revoke or cancel the offer or to vary any terms thereof. In case of the tenderer revoking or canceling the offer or varying any terms thereof during the period, the EMD received with the techno-commercial bid shall be forfeited by AAI.

17. 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 credentials submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:

- a. Forfeit the entire amount of EMD submitted by the firm.
- b. Debar the firm minimum three years to tender for AAI in any name/ style.

18. On acceptance of tender, earnest money will be treated as part of the security deposit.

19. In case of non-execution of the work, EMD /SD collected till date shall be forfeited.

20. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the Officer-in-Charge.

ANNEXURE-A

To be submitted along with Technical Bid(Envelope-I) on company letter head

UNCONDITIONAL ACCEPTANCE OF AAI'S TENDER CONDITIONS

To

**General Manager (Ops-ASM),
Operations Department,
Airports Authority of India,
NSCBI Airport,
Kolkata – 700052**

Sir,

SUB: UNCONDITIONAL ACCEPTANCE OF AAI'S TENDER CONDITIONS – Reg.

1. The tender documents for the work of **“Removal of Garbage from NSCBI AIRPORT, KOLKATA”** have been issued to me/us by Airports Authority of India and I/We hereby certify that I / we have inspected and read the entire terms and conditions of the tender document and I / We shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender documents 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 (except unconditional rebate on price if any) in the tender enclosed and the same has been followed in the present case. In case, this provisions of the tender is found violated after opening of Bid, I / We agree that the tender shall be rejected and AAI shall without prejudice to any other remedy be at liberty to forfeit the entire amount of said earnest money absolutely.
4. That I / We declare that I / we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority of AAI'.
5. The required earnest money as specified in the NIT for this work has also been submitted online.
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”.

Yours faithfully,

Place:

Date:

SIGNATURE OF THE TENDERER
WITH COMPANY SEAL



ANNEXURE-B

(To be submitted along with Technical Bid(Envelope-I))

AFFIDAVIT FOR PAYMENT OF MINIMUM WAGES

Name of work: Removal of Garbage from NSCBI AIRPORT, KOLKATA

I.....(Name), aged.....years,
S/o..... (Name), Proprietor / Managing Partner /
Managing Director of (Name of the
Agency) do hereby solemnly affirm and state as follows:

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

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

DEPONENT

Note:

Note: - This affidavit is to be attested by a First Class Magistrate / Notary Public on Non-judicial stamp paper of Rs.100/-

(To be submitted along with Technical Bid(Envelope-I))
UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

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

- i. Our firm is not restrained/debarred/blacklisted by AAI or Central/State Govt. Depts./ PSUs/World Bank/ ADB etc. And the debarment is not in force as on last date of submission of proposal.
- ii. None of Proprietor/Partners/Board Members/ Directors of M/s (Name of the Agency/Firm) has remained proprietor/ Partner/ Board Member/Director in any firm which stands debarred/Blacklisted by AAI or Central/State Govt. Depts./ PSUs/World Bank/ ADB etc. and the debarred is not in force as on last date of submission of proposal.
- iii. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Place

Date:

[Signature and Name of the authorized signatory of the firm]

Note:

Note: - This affidavit is to be attested by a First Class Magistrate / Notary Public on Non-judicial stamp paper of Rs.100/-



ANNEXURE -D

(To be submitted along with Technical Bid(Envelope-I) on company letter head

To

**General Manager (Ops-ASM),
Operations Department,
Airports Authority of India,
NSCBI Airport,
Kolkata - 700052**

Name of work: Removal of Garbage from NSCBI AIRPORT, KOLKATA

UNDERTAKING FOR GST- Reg.

Sir (S),

I / we do hereby undertake / declare the following related to the above tender.

1. That I/We are registered under GST and compliant of GST provision.
2. In case of non-compliance of GST provisions and blockage of any input credit, I/We shall be responsible to indemnify AAI.
3. That I/We shall pass on all input credits to AAI.

**SIGNATURE OF THE TENDERER
WITH COMPANY SEAL**

Place:

Date:



ANNEXURE-E

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

.....

UDIN NO.

.....

Date and Seal

(To be submitted along with Technical Bid(Envelope-I))
UNDERTAKING REGARDING DISPOSAL OF GARBAGE AS PER SOLID WASTE
MANAGEMENT RULES, 2016 & LOCAL MUNICIPAL BODY(S).

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

- i. Our firm shall dispose the garbage collected from NSCBI Airport, Kolkata as per Solid Waste Management Rules, 2016 &/or Local Municipal Body(s).
- ii. Our firm will submit a proof for the above by submitting:
 - a) an MoU with Local Municipal Body(s) for disposal of garbage collected as per Solid Waste Management Rules, 2016; **or**
 - b) Receipt(s) from Local Municipal Body(s) for using their Waste Disposal/Land fill sites/plants for disposal of garbage collected; **or**
 - c) Receipt(s) from Local Municipal Body(s) for collecting the garbage from our site for disposal of the same.
- iii. Our firm shall submit a detailed methodology for Collection of Garbage from NSCBI Airport, Kolkata and disposal of the same as per Solid Waste Management Rules, 2016 &/or Local Municipal Body(s).

Place

Date:

[Signature and Name of the
authorized signatory of the firm]

Note:

Note: - This affidavit is to be attested by a First Class Magistrate / Notary Public on Non-judicial stamp paper of Rs.100/-



ANNEXURE - G

(In case of L - 1, the Undertaking should be on the Letter Head of the Firm within 15 days after opening of Tender)

UNDERTAKING

I / We _____ hereby undertakes that in case the Registration Certificate No. _____ dated _____ issued by _____ and Experience Certificate No. _____ dated _____ issued by _____ submitted by me / us, is found to be forged / false at any stage, I / We may be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against our company / firm as deemed fit by AAI.

Signature of Director / Proprietor of the Company / Firm