

भारतीयविमानपत्तनप्राधिकरण
AIRPORTS AUTHORITY OF INDIA
तिरुचिरापल्लीअंतर्राष्ट्रीयहवाईअड्डा
TIRUCHIRAPPALLI INTERNATIONAL AIRPORT
तिरुचिरापल्ली/ TIRUCHIRAPPALLI



E- TENDER DOCUMENT
(3 Cover Open Tender)

NAME OF WORK: "JOBCONTRACT FOR PROVIDING BIRD AND ANIMAL SCARING SERVICE AT TIRUCHIRAPPALLI INTERNATIONAL AIRPORT"

TENDER Ref No. AAI/TRY/ATM/20-21 DATED_31.07.2020, Tender ID: 2020_AAI_54207_1

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

Issued to (Name & Address of the Bidder):

Date of Issue :

Issued by :

Office of the Airport Director, Airports Authority of India, Tiruchirappalli International Airport,
Tiruchirappalli 620 007
, Tel.No. 0431 2341810, 2340513 Fax No. 0431 2341812,
E mail. apdtrichy@aai.aero, votr.ats@aai.aero

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THIS TENDER DOCUMENT CONTAINS **66PAGES** AS DETAILED ABOVE

भारतीयविमानपत्तनप्राधिकरण
AIRPORTS AUTHORITY OF INDIA
तिरुचिरापल्लीअंतर्राष्ट्रीयहवाईअड्डा
TIRUCHIRAPPALLI INTERNATIONAL AIRPORT
तिरुचिरापल्ली/ TIRUCHIRAPPALLI 620007

TENDER NO.: AAI/TRY/ATM/20-21

Date: 31/07/2020

Name of Work:“ JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT TIRUCHIRAPPALLI INTERNATIONAL AIRPORT”

E-Tenders are invited by The Airport Director, Airports Authority of India, Tiruchirappalli International Airport on behalf of The Chairman, Airports Authority of India from the eligible bidders for the works “JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT TIRUCHIRAPPALLI INTERNATIONAL AIRPORT” for the period of 24 months.

E-Tender portal: <https://etenders.gov.in/eprocure/app> (Government of India, Central Public Procurement Portal). Also visit www.aai.aero for details.

Brief Details of the Tender

Sr.No	Items	Description
(i)	Estimated cost of the Work	Rs.87,04,935.00(Including GST)
(ii)	EMD (Bid security)	Rs.1,74,500.00 in the form of Demand Draft in favour of Airports Authority of India payable at Trichy issued by an Indian nationalized bank or any scheduled bank of India.
(iii)	Period of Contract	24 Months
(iv)	Tender document fees	Rs. 1180.00 (inclusive of GST)in the shape of demand draft in favour of Airports Authority of India payable at Trichy issued by an Indian nationalized bank or any scheduled bank of India
(v)	Tender Inviting Authority	Airport Director , Airports Authority of India, Trichy Airport

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

GENERAL E- TENDERING PROCEDURE GUIDELINES

Instructions for Online Bid Submission:

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

SUBMISSION OF BIDS

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

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

[CPPP Portal under GePNIC Help desk Services](#)

1. For any technical related queries please call the Helpdesk.
24x7 Help Desk Number 0120- 4200462, 0120-4001002

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

Tel: 0120-4200462, 0120-4001002.

Mobile: 918826246593

E-Mail: support-eproc@nic.in

2. For any Policy related matter/Clarifications Please contact Dept of Expenditure, Ministry of Finance. **E-Mail:** cphp-doe@nic.in

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

SL. No	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	HelpDesk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2.	Sanjeev Kumar	After 4 Hours of Issue	etendersupport@aai.aero	011-24632950, Ext-3523	0930-1800 IST (MON-FRI)
3.	S.Nita AGM(IT)	After 12 Hours	snita@aai.aero		0930-1800 IST (MON-FRI)
4.	General Manager(IT)	After 03 Days	gmitchg@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

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

The above mentioned helpdesk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the tender published on the portal, bidders are advised to contact concerned Bid Manager of AAI**

CRITICAL DATES.

Sl. No.	Activity	Date	Time in IST
1	Bid Document Sale Start Date	31.07.2020	15:00 Hrs.
2	Bid Document Sale End Date	10.08.2020	18:00 Hrs.
3	Pre-bid queries Start Date	31.07.2020	15:30 Hrs.
4	Pre-bid queries End Date	05.08.2020	18.00 Hrs.
5	Replies to Pre-bid queries	06.08.2020	18:00 Hrs
5	Last date and time for submission of duly completed Bids	10.08.2020	18.00 Hrs.
6	Last date and time for submission of original Demand Drafts towards Tender fee, EMD,	14.08.2020	15.00 Hrs.
7	Date and Time of opening Cover-01- Fee details	14.08.2020	15:30 Hrs.
8	Date and Time of opening Cover-02- Technical Bid	14.08.2020	15:30 Hrs
9	Tentative date of opening Cover-03- Price Bid (BOQ)	26.08.2020	15.00 Hrs.

1. Tender Cost of **Rs. 1,180.00 (Including GST)** and **EMD amount of Rs. 1,74,500.00** shall be paid in the form of **Demand Draft drawn** in favour of **Airports Authority of India, payable at Trichy.**

2. Following 3 envelopes shall be submitted through online e-portal by the bidders. Last date and time of submission of bids (Envelope 1, 2 & 3) is **10.08.2020 up to 1800 hrs.**

2.1 Envelope 1 (Fee Details) Shall contain the scanned copies of payment made:

2.1.1 Towards Tender Cost

2.1.2. Towards EMD in the form of Demand Draft as applicable as stipulated in

2.1.3 Unconditional acceptance letter duly signed.

NOTE: In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

2.2 Envelope -2: Pre-Qualification / Technical bid containing qualifying requirements of Contractor / Firm:-

The tenderer shall submit their application by downloading the “PQ Performa” from the e-tendering portal, fill up the required information and upload the digitally signed file of scanned documents and firm’s bio-data in support of their meeting each criteria mentioned below in the “Envelope 2” i.e., Pre-Qualification / Technical bid

2.3. Qualifying requirements of contractors / firms

2.3.1. Agency should have Permanent Account Number (PAN) and GST registration (GSTIN) valid on date of E-bid submission / Extended date of submission. The bidder shall submit undertaking for compliance of GST provision (Undertaking-I enclosed) in their company letter head duly signed.

2.3.2 The bidder shall have successfully executed works conforming to **any one of a1 to a3** listed below(Phase / Partial completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**)

a1) One order of value more than or equivalent to **INR 69,63,708.00**

Or

a2) Two orders each of value more than or equivalent to **INR 43,52,467.00**

Or

a3) Three orders each of value more than or equivalent to **INR 34,81,974.00**

“The value of executed works shall be brought to current costing level by enhancing the actual value of the work at simple rate of 7% per annum, calculated from the date of completion to the last date submission of bid”

2.3.3. PERFORMANCE/EXPERIENCE CERTIFICATE

Bidder shall submit **Performance/Experience Certificate** in respect of the works claimed against experience as mentioned under Para **2.3.2** These certificates may be duly attested and issued by the **end-user agencies** for whom the works have been carried out and shall be endorsed by the bidder, clearly indicate the following:

- a) Name & scope of work
- b) Date & No. of contract/order
- c) Contract value/quantity
- d) Date of completion of work
- e) Contact Details like Email/Phone No./Fax No.
- f) Certificate that the supplied & installed systems have performed satisfactorily after commissioning.

Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of Tax Deduction at Sources (TDS) certificate in support of their claim for having experience of stipulated value of work.

2.3.3.1 In case any bidder finds difficulty in getting the past performance certificate from the end user due to Non-Disclosure Agreement or any similar difficulty/clauses, the bidder can request AAI to send a direct request to the end user agency for submission of Performance Certificate. However, in such cases, the bidder is only responsible for requirement of any follow up action for obtaining the certificate and

AAI is no way responsible.

2.3.3.2 Under such circumstances, if the bidder fails to get the Performance certificate from end user, his tender offer is liable to be rejected.

2.3.4 Should have annualized average financial turnover of **Rs.22,13,119.00** against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of abridged balance sheet along with profit and loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

2.4 **Envelope -3-** Finance bid shall be submitted in the BOQ attached in e-portal.

3. MODE OF SUBMISSION OF ORIGINAL TENDER COST AND EMD AMOUNT:

3.1 Original Demand Draft (DD) of EMD and Tender Cost, hard copy of signed unconditional Acceptance of AAI's Tender Condition to be sent to O/o **Airport Director, Airports Authority of India, Trichy International Airport, Trichy - 620007** and should reach the bid Manager before the stipulated date and time. . Any postal delay will not be entertained.

3.2 The details of the Tender Cost, Earnest Money Deposit(EMD)/ Valid EMD Exemption letter and Unconditional Acceptance letter document submitted offline (Postal/Physical) to the Bid manger and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.

3.3 Forfeiture of Earnest money

- i. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its bid or breach of the conditions or the tender of impairs or derogates from the tender in any respect within the period of validity of the tender.
- ii. If the successful bidder fails to enter into a contract with AAI within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.
- iii. If the successful bidder fails to submit the contract performance bank guarantee as stipulated in the General Conditions of Contract within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.
- iv. If the bidder knowingly and willfully supplied incorrect information in the tender.
- v. In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms and conditions of the tender.
- vi. AAI may issue a Letter of Intent (LOI) to the declared L1 bidder and ask the bidder to accept the LOI within the specified time. If the bidder fails to accept

the LOI, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will en-cash and forfeit the EMD.

3.4.2 EMD exemption:

~~In case, a tenderer is eligible for exemption from payment of EMD, documentary proof to this effect must be enclosed with the document of PQQ bid.~~

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

4. COMPLUSARY COMPLIANCE CONFORMATIONS BY ALL PARTICIPATING BIDDERS

4.1 The instructions given in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the Terms & conditions by the bidder.

4.2 Each and every page of submitted tender document including documentation shall be serially numbered & indexed. Bidders shall enclose relevant documents in their bid document to support their claims of experience/ eligibility/compliance meeting criteria mentioned under different clauses of the tender.

4.3 In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., and then the bidder tender shall be rejected and EMD shall be forfeited.

4.4 AAI shall be sole judge in the matter of short listing bidders at all stages of the tender and the decision of AAI shall be final and binding on the bidders.

5. Bid Opening Process is as below:-

5.1 Envelope 1 – Fee Cover submitted in online portal shall be opened along with original requisite documents submitted off line.

5.2 Envelope -2 Pre-Qualification /Technical bid shall be opened online.

If any clarification is needed from the bidder about the deficiency in these uploaded documents in Envelope 2, the same shall be asked to provide it through Short fall Document folder in e-tendering portal (CPP portal). The bidder shall upload the requisite clarification / documents within stipulated time intimated by Bid Manager, failing which tender will be liable for rejection.

5.3 Envelope - 3the financial bids of the contractors / firms found to be meeting the qualifying requirement and technical criteria shall be opened as per **CRITICAL DATA SHEET**.

5.4 The tenderer shall upload the digitally signed BOQ.

5.5 Bidders may please note that the schedule of quantities is attached in the portal. The same(BOQ) shall be downloaded and be filled in the editable (un protected – coloured) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, Name of the bidder etc . No other cells (protected-uncoloured) should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified /altered in protected un-coloured cells by the bidder, the respective bid will be rejected and EMD will be forfeited.

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

5.7 AAI reserve the right to disallow issue of tender document to working agencies whose performance at ongoing projects (s) is below par and usually poor and has been issued letter of restrain / Temporary / Permanent debar by any department of AAI. **AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take the following action.**

a) **Forfeit the entire amount of EMD submitted by the firm.**

b) **The agency shall be liable for debarment from tendering in AAI for the period of One year, apart from any other appropriate contractual / legal action.**

5.8 Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate tender offer.

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

**-Digitally signed-
For Airport Director AAI,
Trichy International Airport**

CHECK LIST

(To be uploaded in Envelope ' I ')

NAME OF WORK: JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES AT TIRUCHIRAPPALLI AIRPORT

1	2	3	4
Ref. No.	Qualifying Criteria	Particulars	Enclosed check list
1	Name and address of the firm/contractor		
2	Envelope -1 shall contain scanned copy of		
A	Tender Cost details (DD Copy)		YES/NO
B	EMD Details (DD Copy)		Enclosed DD copy : YES / NO
C	Duly Signed un conditional acceptance letter		YES/NO
3	Envelope -2 shall contain scanned copy of		
A	<p>Certificate from clients of having satisfactorily completed Three works of Rs.34,81,974.00</p> <p>OR</p> <p>Two works of Rs.43,52,467.00</p> <p>OR</p> <p>One work of Rs.69,63,708.00</p> <p>In single contract of similar nature of work i.e. Supply of Manpower during last seven years ending on E-Bid submission/ Extended date of submission.</p>	<p>Details of the Three/Two/One work(s) as applicable to Client:</p> <p>Name of Work:</p> <p>Work Order/ Agreement No. & Date:</p> <p>Cost:Stipulated date of Completion as per contract agreement:</p> <p>Actual Date of Completion:</p> <p>Completion Cost:</p> <p>EOT granted (if any) upto _____ with/without levy of compensation</p>	<p>Copy of certificates enclosed:</p> <p>YES/NO</p> <p>Details of EOT case as per column-3.</p>
B	Whether experience from Govt. organizations or private clients?	Govt.Organization/ Private Clients. (Tick whichever is applicable. In case of experience with private client, TDS certificate from clients to be enclosed)	TDS certificate enclosed: YES/NO
	TURNOVER: Annualized average	Year INR (in Lacs)	Proof of turnover

C	financial turnover equivalent to Rs.22,13,119.00 during last three financial years	2017-18 2018-19 2019-20	enclosed (Abridged balance sheet & Profit & Loss A/C) YES/NO
D	Permanent Account No.(PAN) No:		Copy enclosed: YES / NO
E	GST Registration No (GSTIN)		Copy enclosed: YES / NO
F	Under taking-I on Compliant of GST provisions		Copy enclosed: YES/NO
4.	Envelope -3 shall contain digitally signed Schedule of price bid in the form of BOQ.xls.		
a	Financial bid through e-portal		BOQ Uploaded / Not uploaded
5	Any other information		

Place:

Date:

Signature
Authorised Signatory of the Contractor/Firm

DECLARATION

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

Place:

Signature

Date:

Authorised Signatory of the Contractor/Firm

General Conditions of Contract

TENDER

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

I/We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

I/ We undertake and confirm that for eligibility of similar work(s) has / have not been got executed on back to back basis through another contractor. Further that, if such a violation comes to the notice of AAI, then I/We shall accept the decision of AAI if we are debarred for tendering in AAI in future works. Also, if such a violation comes to the notice of AAI before date of start of work, the Airport Director shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

I/ We further undertake and confirm that information/ documents submitted by us are genuine, and if at any stage such documents/ information found false, then we shall be liable for debarment from tendering in AAI, and any other appropriate legal action.

A sum of **Rs. 1,74,500/- (Rupees One Lakh Seventy Four Thousand and Five Hundred Only)** is here by submitted as Demand Draft/ Bank Transfer/ RTGS/BG* in the format prescribed in tender documents as earnest money(Appendix-I). If I/we, fail to furnish the prescribed performance bank guarantee within prescribed period, I/we agree that the said Chairman, A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to take appropriate action as per terms of contract. Further, if I/ we fail to commence work as specified, I/we agree that Chairman, A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by AAI towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained. I/We agree that in case of forfeiture of earnest money or Performance Guarantee or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Date.....

Signatures of Contractor

Witness:

Postal Address

Address :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by competent authority on behalf of the Chairman, Airports Authority of India for sum of Rs. _____ (Rupees _____).

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

(i)

(ii)

(iii)

For & on behalf of Chairman,
Airports

Authority of India
Signature-----

Designation-----

Date-----

General Rules and Directions

1. All work proposed in the contract were notified in a form of 'e' – tender document signed by the officer inviting tender. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits an 'e' - tender shall follow the customized format of e-portal to submit their rates, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two works shall submit separate tender for each.
5. The rate(s) must be quoted in decimal coinage. The e-portal shall self-generate total amount for each item individually on the respective display sheets.
6. The officer inviting tender or his duly authorized representative will open tenders in the 'e' – tender portal, and the e-portal system shall self-generate a comparative statement in a suitable form. In the event of a tender being accepted, the earnest money shall thereupon be treated as part of security deposit. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents or other records connected with the work given to them. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection. Correction if any shall be initiated.
8. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures 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 contractor shall unless otherwise proved be

taken as correct. (ii) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. (iii) Where the rates quoted by the contractor 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 both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

9. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
10. All rates shall be quoted on the e-tender form. The amount for each item should be worked out and requisite totals given. ~~Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.~~
11. (i) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered amount or actual value of work whichever is more or shall be collected by deductions from the running bills of the contractor and the earnest money deposited at the time of tender, will be treated as part of the security deposit.

(ii) Security deposit will also be accepted in form of Fixed Deposit Receipts / Guarantee Bonds of Nationalized Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative shall be communicated in writing to the Airport Director .
13. The contractor shall give a list of AAI employees related to him.
14. The contractor shall submit list of works which are in hand (progress) in the following form :-

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

15. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders

issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Airport Director / General Manager (Ops). may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

GENERAL CONDITIONS OF CONTRACT

Definitions

1. The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Airport Director and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The Authority or Airports Authority of India means the Chairman, Airports Authority of India.
 - (v) The **Airport Director** means the Officer who shall supervise and be in-charge of the work and who shall sign the contract agreement on behalf of the Chairman, Airports Authority of India as mentioned in Schedule hereunder.
 - (vi) AAI shall mean the Airports Authority of India.
 - (vii) The terms **Member (operations)** means the head of Department of operations, Airports Authority of India.
 - (viii) Accepting Authority shall mean the authority mentioned in Schedule.
 - (ix) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
 - (x) Market Rate shall be the rate as decided by the Airport Director on the basis of the Prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits
 - (xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule hereunder, with the amendments thereto issued upto the date of receipt of the tender
 - (xii) **Department** means Airports Authority of India, which invites tender on behalf of

- Chairman, Airports Authority of India.
- (xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
3. **Works to be carried out**
The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, all labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
4. **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.
5. **Discrepancies and adjustment of errors**
- 5.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 5.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.
6. **Signing of Contract** The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :
- (i) The notice inviting tender, all the documents the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard AAI Form as mentioned in Schedule consisting of :
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule along with annexure thereto.
 - (b) AAI Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors.
 - (d) AAI Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1:Recovery of Security Deposit

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

The Security Deposit shall be refunded after settlement of the daily wages of the staff deployed and no dues certificate submitted by the staff.

Clause 2: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 3: Payment of final bill

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

If the tendered value of work is upto Rs.5 lacs : 3 months

If the tendered value of work exceeds Rs.5 lacs : 6 months

CLAUSE 4: 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 .

Information's as per proforma attached.

An authorization in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and

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

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

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

CLAUSE 06: Suspension of Work

(i) The contractor shall, on receipt of the order in writing of the Airport Director, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Airport Director may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

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

- (ii) If the suspension is ordered or reasons (b) and (c) in sub-para (i) above:
 - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and; where it affects only a part of the works as on omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Airport Director . In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

CLAUSE 06 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 06 B:Ensuring Payment and Amenities to Workers

If Contractor fails In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a

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

CLAUSE 07: 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 Workers Welfare Cess Act, 1996.

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

CLAUSE 07 A

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

CLAUSE 07B: Payment of wages:

(i) The contractor shall pay to labour employed by him 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 unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Airport Director concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Airport Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to nay labours and pay the same to the persons entitled thereto from any money due to the contractor by the Airport Director concerned.

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

(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 there under 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 Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 07 C

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

CLAUSE 07 D

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

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

CLAUSE 07 E

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

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

CLAUSE 07 F

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

CLAUSE 07 G

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

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

CLAUSE 08: 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 08 (A)

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

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

a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration

No. till actual completion of the contract.

b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.

c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.

d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.

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.

CLUASE 09 :Work not to be sublet. Action in case of insolvency

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

CLAUSE 10

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 11: Changes in firm's Constitution to be intimated

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

CLAUSE 12: 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.

Through Dispute Resolution Committee: Any dispute as stated above shall be

referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Airport Director / Member (Operations) / Chairman, Airports Authority of India.

If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Officer-in-charge, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by **Chairman, AAI**. DRC, thus constitute may act as 'conciliator and will be guided by principles of 'conciliation' as included in part III of Arbitration & Conciliation Act 1996, DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.

DRC will give its report within 45 days of its constitution.

It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence. It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractors(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.

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

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

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

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

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

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

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

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

CLAUSE 13: With-holding and lien in respect of sums due from contractor

(i) Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Airport Director or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Airport Director or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the even of the security being insufficient to cover the claimed amount or amounts or if so security has been taken from the contractor, the Airport Director or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Airport Director -in Charge of the AAI or any contracting person through the Airport Director pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Airport Director or AAI will be kept withheld or retained as such by the Airport Director or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as

such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Airport Director or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(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 Airport Director on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Airport Director.

CLAUSE 13A: Lien in respect of claims in other Contracts

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

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

CLAUSE 14: 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 Airport Director 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 15: Conditions for reimbursement of levy / taxes if levied after receipt of tenders.

i) All tendered rates shall be inclusive of all taxes and levies (except GST) payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Airport Director (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of AAI or the Airport Director and further shall furnish such other information / document as the Airport Director may require from time to time.

The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Airport Director that the same is given pursuant to this condition together with all necessary information relating thereto.

CLAUSE 16: Termination of Contract on death of contractor

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

CLAUSE 17: 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 18

No officer employed in ATM or administrative duties in any department of AAI is allowed to work as a contractor for a period of two year 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 19; Release of security deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Airport Director . The Airport Director, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

CLAUSE 20: Novation Clause:

Trichy International Airport is designated by Govt. of India for development under PPP mode and the process is ongoing. This license may be terminated anytime with a termination of 30 days notice period without any liabilities to AAI on account of anything else whatsoever during the currency of the license.

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

1. APPLICATION:

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

2. DEFINITION:

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment.
 - (a) For work places in which the number of contract labour employed does not exceed 50 Each first –aid box shall contain the following equipments:
 - 1. 6 small sterilized dressings
 - 2. 3 medium size sterilized dressings
 - 3. 3 large size sterilized dressings

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

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the AAI Contractors Labor Regulations.

2. DEFINITIONS

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

- a) Who is employed mainly in a managerial or administrative capacity: or
- b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or
- c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

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

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

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

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working

day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

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

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

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

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

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

ii) No wage period shall exceed one month.

iii) Minimum wages shall be the wages as decided by the Chief Labour Commissioner, Govt. of India, Ministry of Labour. Minimum wages considered under this estimate cost is Rs621.90/- per day for un- skilled per day. In addition to the minimum wages, Estimated cost is inclusive of agency's overheads and profits @ 15%. Manpower Requirements : un-skilled 14Nos all days

iv) The contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner (Central) / Chief Labour Commissioner (State) (whichever is higher), from time to time. However, the difference in minimum wages based on actual payment made to the Labour and wages applicable at the time of submission of tender will be reimbursed including different in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's over head & profit will be paid on this account.

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

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

The wages of the labours deployed in work are to be paid only by cheque or crediting the wages in his account through ECS after obtaining authorization from the contract workers to ensure timely payment to the workers. (NO CASH PAYMENT IS PERMISSIBLE),.

“Certified that the amount shown in column No. has been paid to the workman through their bank account numbers provided by them.

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

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

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

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

- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)

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

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident
- (f) Time and date of accident
- (g) Date and time when admitted in Hospital

Contractor's labour Regulations

- (h) Date of discharge from the Hospital
- (i) Period of treatment and result of treatment
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- (k) Claim required to be paid under Workmen's Compensation Act.
- (l) Date of payment of compensation
- (m) Amount paid with details of the person to whom the same was paid
- (n) Authority by whom the compensation was assessed.
- (o) Remarks
- v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL(R&A) Rules 1971 (Appendix-XI)

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

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

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

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

8. ATTENDANCE CARD-CUM-WAGE SLIP

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

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

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

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

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

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

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

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

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

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

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

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

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

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

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

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

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSION OF RETURNS

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

18. AMENDMENTS

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

Proforma of Registers

परिशिष्ट / Appendix 'I'

प्रसूति प्रसुविधाओं का रजिस्टर (ढेके की शर्तों का खण्ड 19-च)

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

ढेकेदार का नाम और पता

Name and address of the contractor.....

कार्य का नाम और स्थिति

Name and location of the work.....

कर्मचारी का नाम	पिता/पति का नाम	नियोजन का स्वरूप	वास्तविक नियुक्ति की अवधि	तारीख जिसको प्रसवावस्था की सूचना दी गई
Name of the employee	Father's/ husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5

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

प्रसव/गर्भपात की तारीख Date of delivery/ miscarriage	प्रसव की दशा में In case of delivery		गर्भपात की दशा में In case of miscarriage	
	प्रारम्भ हुई commenced	समाप्त हुई Ended	प्रारम्भ हुई commenced	समाप्त हुई Ended
6	7	8	9	10

**कर्मचारी को संदत्त छुट्टी वेतन
Leave Pay paid to the employee**

प्रसव की दशा में In case of delivery		गर्भपात की दशा में In case of miscarriage		टिप्पणियां Remarks
छुट्टी वेतन की दर Rate of leave pay	संदत्त रकम Amount paid	छुट्टी वेतन की दर Rate of leave pay	संदत्त रकम Amount paid	
11	12	13	14	15

Proforma of Registers
Labour Board

Name of work
Name of Contractor
Address of Contractor
Name and address of A. A. I. Division
Name of A. A. I. Labour Officer
Address of A. A. I. Labour Officer
Name of A.A.I Labour Officer

Sl.No.	Category	Minimum wage Fixed	Actual Wage Paid	Number Present	Remark
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Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest interval

Proforma of Registers Form – XIII (See Rule 75)
IV
Register for Workmen Employed by Contractor

Appendix

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

Proforma of Registers

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

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

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

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

Proforma of Registers Form – XVII (See Rule 78 (2) (a) Register for Appendix VI Wages
Name and address of contractor
Name and address of establishment under which contract is carried
on.....
Name and address of principal Employer.....wages
Period For the month of fortnight.....

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

Proforma of Registers

परिशिष्ट / Appendix VII
(सीधी तरफ / obverse)

<p>मजदूरी कार्ड WAGE CARD</p> <p>जारी करने की तारीख Date of issue</p> <p>पद Designation</p> <p>मास / पद Month/Fortnight</p>	<p>14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p>दर Rate</p>	<p>रकम Amount</p>	<p>..... से अपनी मजदूरी के the sum of Rs.</p> <p>..... रुपये प्राप्त किए on account of my wages</p> <p style="text-align: center;">हस्ताक्षर Signature.</p>
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Proforma of Registers

फार्म 14 / From-XIV

परिशिष्ट / Appendix 'VIII'

(कृपया नियम 76 देखें)
[See rule 76]

रोजगार कार्ड
Employment Card

- ठेकेदार का नाम व पता
Name and address of contractor.....
- कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है
Name and address of establishment under which contract is carried
- कार्य का नाम व स्थान
Name of work and location of work.....
- मुख्य नियोक्ता का नाम व स्थान
Name and address of Principal Employer.....
1. मजदूर का नाम
Name of the workman.....
 2. लगाये गए मजदूरों के रजिस्टर में क्रम संख्या
Sl. No. in the register of workman employed.....
 3. रोजगार/पद का नाम
Nature of employment/designation.....
 4. मजदूरी की दर
(पीस वर्क के बारों में एकक के ब्यौरा सहित)

Proforma of Registers
Form – XV (See Rule 77)
IX

Service Certificate

Appendix

Name and address of contractor

Nature and location of work.....

Name and address of workman

Age / Date of birth.....

Identification Marks

Father's / Husband's Name

.....

Name and address of establishment under which contract is carried on

.....

.....

Name and address of Principal Employer

.....

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

Signature

Proforma of Registers

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

Proforma of Registers

Form – XII (See Rule 78 (2) (d))

Register of Fines

Appendix XI

Name and address of contractor

Name and address of establishment under which contract is carried on

Nature and location of work

Name and address of Principal Employer

S I. No.	1	2	3	4	5	6	7	8	9	10	11	12
		Name of Workman	Father / Husband's Name	Designation / Nature of employment	Act / Commission for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of persons in whose presence employee's expl	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks

Proforma of Registers Form – XXII (See Rule 78 (2) (d))
 Register of Advances Appendix XIII

Name and address of contractor

Name and address of establishment under which contract is carried on

Nature and location of work

Name and address of principal Employer

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

Proforma of Registers Form – XXIII (See Rule 78 (2) (e))

Register of Overtime

Appendix XIV

Name and address of contractor

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

Nature and location of work

Name and address of principal Employer

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

ANNEXURE-A

To

Airport Director
Tiruchirappalli Airport. Tiruchirappalli

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work "**JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES At TIRUCHIRAPALLI AIRPORT**" have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Airport Director . Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of clause 28 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 remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender. I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the **10% of earnest money**.
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 in AAI'**.
5. The required earnest money as specified in clause no. 13 at page no. – NIT -2 for this work has also been submitted.

Yours Faithfully

Date:

(Signature of the tenderer)

ANNEXURE-B

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

[Refer clause No.1A of GCC]

To

The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and AAI in connection with the work of _____ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 180 (One hundred Eighty) days from the date of actual completion of work or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same

shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is -

In presence of:
WITNESS

Dated this ____ Day of _____

- 1.
- 2.

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorization No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____

Name _____

Designation _____

Dated _____

Note:

***For Proprietary Concerns**

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

For Partnership Concerns

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

For Companies

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

SPECIAL CONDITIONS OF CONTRACT

1. PAYMENTS

1.1. The contractor quoted rate should be exclusive of all statutory labour components of PF @ 13.61%, ESI@4.75%, Bonus@8.33% or as per prevalent Govt. guidelines @GST. All the payment will be reimbursed on production of documentary evidence /proof of depositing such amount to statutory, regulatory authorities. Any increase /decrease from the above percentage will be paid /recovered. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in- charge. The payment to be made to the manpower employed for the work will be with-hold from the running account bills of the contractor. The same shall be reimbursed only after the proof of remittance

The Contractor had to deploy 14 numbers of birdsscarrer for three shifts. The cost quoted by the tenderer is inclusive of the weekly off to the bird chasers, supervisors nothing shall be paid extra on this account.

1.2 The bill shall be submitted at monthly intervals or before the date fixed by the Airport Director or his authorized representative for all the works executed since previous bill. The contractor shall submit all the bills on the Performa prescribed by the Airport Director or his authorized representative, in triplicate.

1.3 The payment due to the contractor shall be made within 15 days of the submission of the bill by the contractor and the measurements shall be verified by the Airport Director or his authorized representative within 10 days of submission of the bill. The payment shall be made from the AAI office at Airport / Concerned RHQ / New Delhi.

1.4 The wages to the employees shall be disbursed through debit card of any nationalized bank and the bank statement showing the payment in detail shall be submitted while submitting the bills for payment

2. INCOME TAX AND LABOUR CESS

2.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

2.2 Labourcess as per rules and regulations in force shall be deducted from the bills of the contractors and deposited with designated authorities.

2.3 The contractor quoted rate should not include labour components of PF, ESI, Bonus as per prevalent Govt. guidelines. All the payment will be reimbursed on production of documentary evidence/proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities.

Any additional statutory taxes by the State Govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in- charge.

The payment made to the manpower employed for the work will be withhold from the running bills of the contractors. The same will be reimbursed only after submission of proof of remittance.

3. CONTRACT AGREEMENT

- 3.1 The contract agreement 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.
- 3.2 Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

4 DAMAGE TO PERSON AND PROPERTY

- 4.1 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 work by them and against all claims, demands and proceedings of or in relation thereof.

5. THIRD PARTY INSURANCE

- 5.1 Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of the works or temporary works or in carrying out of the contract.

6. MINIMUM AMOUNT OF THIRD PARTY INSURANCE

- 6.1 Such insurance shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India and for at least the minimum amount of Rs. **1 Lakh** with unlimited number of occurrences. Whenever required the contractor shall produce to the AAI the policy or policies of Insurance and the receipts for payments of the premiums.

- 6.2 If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of this clause, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company or by a company approved by the Insurance Regulatory Authority of India could offer, such an Insurance is ought to be done after the AAI's approval, by or through the subsidiary of the General Insurance Company.

07. Entry Passes

The entire work lies in the restricted area. The Contractor shall apply in writing in advance of issue of necessary entry passes to workmen engaged by him.

The submission of applications for Temporary Photo identification Cards (PICs) in advance along with Certificate of Police Verification etc. as per the prevailing practice and regulations of BCAS will be the responsibility of contractor. Any financial expenditure involved such as fees for PICs, Photos, Fees for Police Verification, if any will be borne by the contractor.

- a. The PICs has to be re-validate in advance to ensure that the employees are always in possession of their entry passes. No employee will permitted in the terminal building and operational areas without valid PICs. Employees without valid PICs will be considered as equivalent to absence of staff and necessary recovery will be made from the bills of the contractor for this period.
- b. BCAS Clearance:
BCAS Clearance should be obtained against the company for getting temporary AEP by provision of following documents to BCAS through the CSO, Trichy Airport.
 - 1) All auxiliary service providers running their business at an Airport should apply for specific permission from this office by furnishing following details
 - a) Request for permission in the letter pad.

- b) Format A1 by giving details as asked therein.
- c) Certificate issued by Central / State / Local Govt. Department for operating the firm.
- d) Character & Antecedents form (available in the BCAS website) to be filled for owner of the company.
- e) Agreement copy
 - 2) Local police clearance will be obtained by this office from respective local police authorities in respect of the firm and its owners. Employees verification will be done by the company itself.

Security

The contractor and his employees shall abide by security regulations framed by AAI, BCAS or the Police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work in ATC. The contractor shall be fully responsible for working of his staff.

07 The following Penalties as mentioned below are livable on the Contractor for not deploying the Manpower as per plan/ chart :-

S.No.	Designation	Per	Recovery Rate <u>Per Shift</u> per person (in Rs.)
1	Bird Scarcer	Each	500
2	Not wearing proper uniform	Each	500
3	Violation of Air side regulations	Per Occasion	2000
4	Confirmed bird hit	Per Occasion	5000

08. ADMISSION TO SITE :

Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non passenger areas. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police verification and security clearance for his agency and staff. As per the prevailing rules in force a sum of Rs.50 Per person, Per quarter shall have to be paid.

09. DIFFERENCE BETWEEN FIRST LOWEST BIDDER AND SECOND LOWEST BIDDER

10.1 Final bill will be worked out at the accepted tender rates and also with all the parties participated in tender. The amount of final bill to be paid will be restricted to the lowest of the all.

11. The contractor shall intimate his PF account code no. allotted by regional PF commissioner and ESI registration no. allotted by ESI Corporation within 15 days of award of work, failing which no payment will be released to the contractor.

12. PRICES

The rates quoted shall be in Indian Rupees only and inclusive of all taxes and duties, what so ever including excise duty, VAT/Sales tax, Octroi if any, work contract tax, applicable customs duty in case of imported items, labour, tools & plants, packing freight/transportation of items from factory up to the installation site & insurance up to the site, loading, unloading and hoisting arrangement for installation, fee(s) for testing, inspection documents including the fee(s) payable for obtaining statutory license /

approval etc. from concerned department but excluding GSTes. GST, if applicable, paid by contractor for this work will be reimbursed by AAI on actual basis on production of documentary evidence.

13. PERFORMANCE OF THE AGENCY

The work shall be awarded on yearly basis, initially for the 2 Years. The performance of the agency shall be reviewed and if found satisfactory the contract shall be extended for additional year. The contractor shall not have right of any claim on this account and decision of the Airport Director shall be final and binding.

SCOPE OF WORK

1. The personnel engaged by the contractor shall be of unblemished character and antecedents, below 50 years of age and physically fit to carry out the work of Bird & Animal scarring and allied services at the airport. Their duties and responsibilities would be as follows:
2.
 - a. To guard the airfield by scaring and chasing the dogs/animals/birds from operational area and ensure it is obstruction free.
 - b. To remove dead insects/ birds/ animals from operational area and burying them.
 - c. To assist in allied services like grass cutting, removal of grass etc from operational area during non-flying period.
 - d. To remove foreign objects detected (FOD) from the airfield
3. The bird & animal scarring personnel engaged by the contractor are transferable from one location to another as per the directions of AAI.
4. The required number of Bird & Animal scarers to perform the work to the satisfaction of In-charge shall be provided on all days during operational hours of the Airport.
5. The contractor shall deploy one person for every 600 mtrs of runway length (total length of 2423 mtrs) on all days during operational hours of airport
6. As the site of work is in the restricted area, the contractor is required to obtain Photo Identity Cards (PIC) for his staff, to be issued by BCAS, through AAI. Police Verification Certificates are to be obtained for all the staff to be deployed by him under this contract.
7. **Uniform:-** The Contractor shall provide Torch, lathi, Reflective jacket, raincoat, Gum Boot, and 2sets of uniform to the workers for identification of bird & animal scarers at his own cost. Necessary deduction towards uniform cost will be made if the workers of the contractor are not found in uniform at any time during the duty.
8. The crackers required for Bird and Animal Scaring will be procured and supplied by AAI.

9. The contractor shall comply with the security rules and regulations being enforced from time to time at the work place.
10. The contractor shall be responsible for clearing of Bird & Animal scarring and allied services in operational area of the airport.
12. The contractor shall scare/chase birds & animals from airfield as directed by In-Charge, AAI.
13. AAI will provide Zon Guns for bird scaring and bird scarer has to place the same on the runway strip and relocate as when directed by In-charge AAI

Note: 1. The contractor quoted rate should be exclusive of all statutory labour components of PF @ 13.00%, ESI@3.25%, Bonus@8.33% or as per prevalent Govt. guidelines @GST. All the payment will be reimbursed on production of documentary evidence /proof of depositing such amount to statutory, regulatory authorities. Any increase /decrease from the above percentage will be paid /recovered. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in- charge. The payment to be made to the manpower employed for the work will be withheld from the running account bills of the contractor. The same shall be reimbursed only after the proof of remittance
The Contractor had to deploy total 14 numbers of birds scarrerand for 3 shifts. The cost quoted by the tenderer is inclusive of the weekly off to the bird chasers, supervisor & nothing shall be paid extra on this account.

14.Price: The prices quoted shall be firm and inclusive of all taxes & duties applicable for the contract period.

- (i) **IF THE CONTRACTOR IS QUOTING FOR ITEM NO 1, LESS THAN THE MINIMUM WAGES, AS PER THE TERMS AND CONDITIONS OF TENDER, THEN THE TENDER SHALL BE SUMMARILY REJECTED. AAI SHALL WITHOUT PREJUDICE TO ANY OTHER REMEDY BE AT LIBERTY TO FORFEIT THE FULL SAID EARNEST MONEY DEPOSIT ABSOLUTELY**
- (ii) **Payment:** No advance payment shall be made to the contractor; however, monthly payment shall be made by AAI against the bills for the actual work done by the contractor after making statutory deductions including security deposit, income tax, work contract tax and TNWLF as per general conditions of contract etc. Security Deposit shall be released after **3 (THREE)-MONTHS** from the date of expiry of the contract. The contractor has to submit his bill every month for the completed period of one month with all supporting documents like copy of attendance register, PF, ESI receipt, etc.

15. Contribution towards Tamil Nadu Manual workers Welfare scheme

As per section 8A of Tamil Nadu manual workers (Regulation of Employment and conditions of work) Act 1982 (Tamil Nadu Act 33 of 1982) the Governor of Tamil Nadu, in supersession of the Labour and Employment department notification No. II(2)/LE/1420(b-1)/97 published at page 1 of July 1997, hereby fixes 1% (one percent) of the value of work is to be paid to the Tamil Nadu construction workers welfare board. The rate quoted by the tenderer shall be inclusive of this amount also and AAI shall be deducting the same from the payments due to the contractor.

16. Absence of maintenance staff

The recovery @ 1.5 times of minimum wages / day will be levied against the absence of duty per staff / shift.

17. Age : The employee shall not be aged lesser than 18 years and more than 60 years. He shall have good health.

(iii) **Proficiency:** The proficiency in the work will be scrutinized by AAI officers. Only those possess sufficient proficiency in the work to the opinion of AAI shall be deputed for the work.

(iv) **Integrity:** The employee shall possess high profile of integrity so that he is eligible for obtaining **Airport Entry Pass**.

(v) **Replacing the workman:** The contractor is liable to replace the workman on the directives of AAI in the following conditions:

- If the workman is not proficient enough to the requirement of the work.
- If the workman is misbehaving
- If the workman is acting against the interest of AAI
- If the workman is non punctual or irregular
- If the output of the workman is not to the expectation of AAI.
- The decision/assessment of engineer-in-charge on this matter will be final and binding.

(vi) **Continuity of service:** This being a contract related with the operation of the airport, the service rendered shall be continuous for item no: 1 One shall leave duty only after the next man turns out. The period covers all 365 days and 24hrs/day or as may be decided by AAI from time to time.

(vii) **Over Time:** In case of requirement of more than one person in any shift/part thereof pro-rata payment as per the minimum wages prevailing at that time will be made.

(viii) **Utility of workmen:** AAI will be at liberty to utilize the workmen deployed against item No: 1 for any ATM works of AAI at the discretion of the ATS IN-CHARGE. Even if the work so carried out is beyond the purview of the scope of this contract, nothing extra on that account will be admissible and it shall be deemed that such works so carried are as included in the scope.

(ix) **Labour Regulation:** - In respect of all labourers employed directly and indirectly on the work, the successful tenderer (hereinafter called Contractor) at his own expenses will have to arrange the safety provisions to comply with the statutory regulation and CPWD safety codes for the manpower deputed for the work.

(x) **P. F. Contribution:** - The contractor shall register himself with labour Licensing Authority and obtain Labour License Number in this regard. The payments towards P. F. shall be paid by the contractor directly to the concerned governing bodies as per existing rules. The receipts of payments shall be submitted to AAI for verification at the time of submission of bills.

The EPF contribution for employer share will be reimbursed along with the running bills at actuals upon production of documentary evidence, original for verification.

(xi) **E.S.I.C. Contribution:** - The contractor shall obtain ESIC registration or ESIC's workmen compensation policy as applicable as per the prevailing labour legislation for workmen engaged for the work within 45 days from the date of taken over of site.

The ESI contribution for employer share will be reimbursed along with the running bills at actual upon production of documentary evidence, original for verification.

(xii) Payments to the Labourers:

All the payments to the labours have to be made in presence of representative of AAI and contractor has to maintain the record for labour wages in the prescribed Performa. The payment shall be made to the respective bank accounts of the labours engaged.

The Minimum wages shall be multiplied by 30 days for arriving at the monthly wages for the contract labours as detailed below as per the minimum wages notified by Tamil Nadu Government .**The payment to the labourers shall be made as per the latest minimum wages of State / Central Government whichever is higher for engaging contract labourers during execution of work. The increased wages shall be reimbursed as per actual.**

Sl. No	Contract Labour	Daily Minimum Wages	Monthly Wages
1.	Un skilled	Rs.621.90	Rs. 18657

Bonus for the contract labours Rs. 8.33% shall be paid preferably during Diwali / Christmas /Pongal/Ramzan and receipts shall be submitted to the ATS IN-CHARGE. The above mentioned wages should be paid to the contract labourers and the same supersedes clause 19B of GCC.

(xiii) The contractor shall be responsible for the following points during period of contract:

- The contractor will be bound by the labour laws, industrial rules and the contract labour (Regulation and Abolition) Act 1970 with up to date amendments.
- The minimum rates of the wages of the staffs shall be payable as per the minimum wage Act 1948 and as per the notification of the Regional Labour Commissioner (Central) time to time.
- Maintaining of all the records of workers deployed for the works as per contract labour (Regulation) and Abolition Act 1970.
- The payment to the workmen engaged by the contractor has to be made on or before 7th of every month in their bank account. If fails for any two months in the contract period, then the contract will be cancelled by default.
- The contractor has to maintain the wage register for his employees and has to be produced for verification of the principal employer (AAI) as and when required.

(xiv) The contractor should quote the rates very carefully in SCHEDULE OF QUANTITIES, considering current rates of minimum wages & all statutory requirements as per above. Quoted rates by the firm should include, the following cost components:

- Total manpower cost per year based on actual wages paid as per labour act by the firm per day per worker (should not be less than minimum wages rates applicable).
- Total Cost of Bonus for total manpower @ Rs. 8.33% per year for each worker.
- Total cost for other miscellaneous expenses like over-time payment and other charges if any applicable for this contract.
- Profit and overhead charges.
- Taxes and duties as applicable.

(xv) Current rates of minimum wages are given below:

- Un Skilled : Rs.621.90

NOTE: IF DURING THE COURSE OF CONTRACT, AS PER THE LATEST MINIMUM WAGES OF STATE / CENTRAL GOVERNMENT WHICHEVER IS HIGHER FOR ENGAGING CONTRACT LABOURERS DURING EXECUTION OF WORK. SUCH INCREASE WILL BE REIMBURSED ON PRODUCTION OF DOCUMENTARY EVIDENCE.

ANY INCREASE AS IN ABOVE SHALL NOT BE PAYABLE IF SUCH INCREASE HAS BECOME OPERATIVE AFTER COMPLETION OF THE WORK.

(xvi) The contractor has to produce the Xerox copy of challan of the P.F., E.S.I.C.'s premium paid to the concerned regulating bodies, ECR copies for ESI & EPF, Statement bank transaction details of minimum wage paid for each month to their manpower through their respective bank account at the time of submission of bills. No payments shall be made to the firm without submission of these documents.

(xvii) The contractor has to produce details of maintenance carried out as per the maintenance schedule for the preventive maintenance work in each month as per AAI norms and instructions of engineer-in-charge in the first week of successive month before submission of bill.

TECHNICAL SPECIFICATIONS

General:

Cadre	Qualification
Un-Skilled	8 th Standard Pass or fail

Minimum staff strength:

The following minimum workforce shall be provided by the contractor. The general requirement of each cadre is as given above.

Cadre	No of persons per shift	No of shifts per day	Daily total working hours	Total no. of persons/per day
Un Skilled	4(2 Reliever)	3 Shift	24 Hrs	14nos
Total no.of. persons = 14nos				

Measurement:

By deploying the minimum staff given above and carrying out all the works given herein for a period of one calendar month will be considered as 1 month for the measurement.

SCHEDULE OF QUANTITIES

NAME OF WORK: JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT TIRUCHIRAPPALLI AIRPORT

1	2	3	4	5	6
SI.NO	DESCRIPTION	SHORT DESCRIPTION FOR ITEMS SECTION WHERE BIDDERS HAS TO QUOTE HIS RATES (Excluding GST)	Rate per person per day	Rate per person per month	Total
1	Providing service by guard the Airfield by scaring and chasing the animals/birds from operational area and ensure obstruction free environment including removing dead insect/ birds/ animals and burying them, removing foreign objects detected from the airfield and other allied works as and when by the officer in charge of operational area. (The rate quoted by the Tender is for Three shifts.)	Un skilled			

Note: 1.The contractor quoted rate should be exclusive of all statutory labour components of PF @ 13.00 ESI@ 3.25 Bonus @ 8.33% or as per prevalent Govt. guidelines @ GST es. All payment will be reimbursed on production of documentary evidence / proof of depositing such amount to statutory, regulatory authorities. Any increase / Decrease from above percentage will be paid / recovered. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the In- charge. The payment to be made to the manpower employed for the work will be with-hold from the running account bills of the contractor. The same shall be reimbursed only after the proof of remittance The contractor had to deploy 14 numbers of birds scarer for Three shifts. The cost quoted by the Tenderer is inclusive of the weekly off to the bird chasers.

Signature of the Contractor

Signature
For AIRPORT DIRECTOR