TENDER DOCUMENT

Name of work: Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata.

Estimated Cost: Rs.2,31,76,000/-

Time Allowed: 150 days
This tender document contains **160 pages** as detailed above.
E-TENDER NOTICE

E-Tenders are invited by Asstt. Gen. Manager (Engg-Civil), N.S.C.B.I. Airport, Kolkata on behalf of Chairman, AAI from enlisted contractors of appropriate class of CPWD/MES/P&T/Railways/State PWD/PSUs/Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata or Agency specialized in similar nature of work for the work of “Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata” at an estimated cost of **Rs. 2,31,76,000.** Time allowed- **150 days.** Sale End date / Bid Submission End date is **05.12.2017** upto 0600 PM. For detail information refer to Tender ID No. **2017_AAI_4297** on CPP portal [https://etenders.gov.in](https://etenders.gov.in) or AAI Web site [www.aai.aero](http://www.aai.aero). Any amendment or corrigendum for this NIT shall be uploaded in AAI website / CPP portal only.
NOTICE INVITING e-TENDER

Tender ID No. 2017_AAI_4297

1. Item rate tenders are invited through the e-tendering portal by Asstt. General Manager (Engg - Civil) (Office Tel No. 033-39874702) on behalf of Chairman, AAI from eligible contractors for the work of “Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata” at an estimated cost of Rs. 2,31,76,000/- with period of completion 150 days.

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

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

For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below:
Tel: 0120-4200462, 0120-4001002, Mobile: 91-8826246593,
E-mail: support-eproc@nic.in

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 further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days only between

i. 08:00 hrs to 20:00 hrs (Mon – Sat) 011-24632950, Ext – 3512 (Six Lines), E-mail – eprochelp@aai.aero
ii. 09:30 hrs to 18:00 hrs (Mon – Fri) 011-24632950 Ext – 3523, E-mail – etendersupport@aai.aero, sanjeevkumar@aai.aero and snita@aai.aero.
iii. 09:30 hrs to 18:00 hrs (Mon – Fri), 011-24657900, E-mail – gmitchq@aai.aero.

Tender fee and EMD will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled bank (but not from co-operative or Gramin bank). The original Demand Draft against Tender fee and EMD and signed hard copy of AAI Unconditional Acceptance Letter should reach by post / courier / given in person to the concerned officials, within 3 days of the last date of bid submission. The details of
Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Following 3 envelope shall be submitted through online at CPP portal by the bidder as per the following schedule:

<table>
<thead>
<tr>
<th>CRITICAL DATA SHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publishing Date</td>
</tr>
<tr>
<td>Bid Document Download / Sale Start Date</td>
</tr>
<tr>
<td>Clarification Start date</td>
</tr>
<tr>
<td>Clarification End date</td>
</tr>
<tr>
<td>Bid Submission Start Date</td>
</tr>
<tr>
<td>Bid Submission End Date</td>
</tr>
<tr>
<td>Last date and time of submission of original BG / Demand Draft against EMD and Tender Fee and Signed hard copy of AAI Unconditional Acceptance Letter</td>
</tr>
<tr>
<td>Bid Opening Date (Envelope – I)</td>
</tr>
<tr>
<td>Bid Opening Date (Envelope – II)</td>
</tr>
<tr>
<td>Bid Opening Date (Envelope – III)</td>
</tr>
<tr>
<td>Tender Fee</td>
</tr>
<tr>
<td>EMD</td>
</tr>
</tbody>
</table>

Envelope-I : Tender fee/EMD and scanned copy of Unconditional Acceptance of AAI’s Tender Conditions

Scanned copy of Tender fee and earnest money deposit (EMD) in the form of Demand Draft should be submitted along with Unconditional Acceptance of AAI’s Tender Condition (Performa given in **Annexure I** of Tender Document).

Envelope – II : Technical Bid containing qualifying requirements of Contractor / Firm :

The tenderer shall submit their application only at CPP portal [https://etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app). Tenderer / Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenders are required to upload the digital signed file of scanned documents along with scanned copy of Demand Draft for Tender Fee. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

**Qualifying requirements of contractors / firms**

i. Agency should have Permanent Account Number (PAN) and GST. Undertaking for GST (Performa given in Annexure- VI of Tender Document) to be submitted.

ii. Agency should have valid Registration on the Date of issue of Tender in appropriate class of CPWD/MES/P&T/Railways/State PWD/PSU/Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata

   OR

   Should have satisfactorily completed (Phase/Part completion of the Scope of work in a contract shall not be considered, however pre determined phasing of the work will be accepted) three works, each of Rs 92,70,400/- or two works, each of Rs 1,15,88,000/- or one work of Rs. 1,85,40,800/- in single contract of similar nature of work i.e any civil work during last seven years ending on 31.10.2017 in India.

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

   Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. **Firms showing work experience certificate from non-government/ non - PSU organizations should submit copy of tax-deduction at sources certificate in support of their claim for having experience of stipulated value of work.**

iii. Should have annualized average financial turnover of Rs. 69,52,800/- against works executed/supply made during last three years ending 31st March of 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.

**Clarification regarding any document / requirement of any additional document will be communicated only_ONCE through Shortfall document. If additional document or clarification is not received in the first chance, there is no provision of second time submission and the tender shall be summarily rejected.**

**Envelope-III : The Financial e-Bid through CPP portal**

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the
same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

3. Original Tender fee and EMD, hard copy of signed Unconditional Acceptance of AAI’s Tender Conditions to be sent to the AGM (Engg-Civil), AMD-I, Airports Authority of India, Operational office, NSCBI Airport, Kolkata – 700052 and should reach to Bid Manager before the date & time mentioned in CRITICAL DATA SHEET. Tender of the tenderer whose Tender fee, EMD and unconditional acceptance of AAI’s tender conditions are not received by the time of the opening of pre-qualification of tender then their tenders will be summarily rejected. Any postal delay will not be entertained.

4. Bids Opening Process is as below:

Envelope I : Containing Documents for fee (uploaded by the contractors / firms) shall be opened as per CRITICAL DATA SHEET. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

Envelope II : Technical bid containing Documents for pre-qualification - opening date shall be as mentioned in CRITICAL DATA SHEET. (Depending on pre-qualification, any changes in the date shall be intimated through CPP portal). If any clarification is needed from the bidder about the deficiency in his uploaded document in Envelope – I and Envelope – II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

Envelope – III : The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be as per CRITICAL DATA SHEET. (Depending on Technical Bid evaluation the date shall be intimated through CPP Portal).

5. 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.

6. AAI reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project (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 of 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, apart from any other appropriate contractual /legal action.

7. Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.

8. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
### CHECK LIST
(To be uploaded by applicants along with tender application)

**Name of work:** Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata

<table>
<thead>
<tr>
<th>1.0 Name, Address, Organization ID, Tel./Fax No. &amp; e-mail address of Bidder</th>
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<tbody>
<tr>
<td>2.0 PAN</td>
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<tr>
<td>3.0 Registration Details</td>
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<tr>
<td>3.1 Name of Department</td>
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<tr>
<td>3.2 Class of Registration &amp; Upper Tender Limit.</td>
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<tr>
<td>3.3 Validity of Registration</td>
</tr>
<tr>
<td><strong>4.0 Experience certificate details</strong></td>
</tr>
<tr>
<td><strong>4.1 Work No. 1</strong></td>
</tr>
<tr>
<td>4.1.1 Name of Work during last seven years ending on 31-10-2017 in India.</td>
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<tr>
<td>4.1.2 Completion cost</td>
</tr>
<tr>
<td>4.1.3 Date of Start</td>
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<tr>
<td>4.1.4 Date of Completion (Stipulated)</td>
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<tr>
<td>4.1.5 Date of Completion (Actual)</td>
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<tr>
<td>4.1.6 TDS Amount, if applicable.</td>
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<tr>
<td><strong>4.2 Work No. 2</strong></td>
</tr>
<tr>
<td>4.2.1 Name of Work during last seven years ending on 31-10-2017 in India.</td>
</tr>
<tr>
<td>4.2.2 Completion cost</td>
</tr>
<tr>
<td>4.2.3 Date of Start</td>
</tr>
<tr>
<td>4.2.4 Date of Completion (Stipulated)</td>
</tr>
<tr>
<td>4.2.5 Date of Completion (Actual)</td>
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<tr>
<td>4.2.6 TDS Amount, if applicable.</td>
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<tr>
<td><strong>4.3 Work No. 3</strong></td>
</tr>
<tr>
<td>4.3.1 Name of Work during last seven years ending 31-10-2017 in India.</td>
</tr>
<tr>
<td>4.3.2 Completion cost</td>
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<tr>
<td>4.3.3 Date of Start</td>
</tr>
<tr>
<td>4.3.4 Date of Completion (Stipulated)</td>
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<tr>
<td>4.3.5 Date of Completion (Actual)</td>
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</table>
### 4.3.6 TDS Amount, If applicable

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### 5.0 Annual Financial Turnover

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover</th>
</tr>
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<tbody>
<tr>
<td>2014-15</td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
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<tr>
<td>2016-17</td>
<td></td>
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</table>

#### Average

<table>
<thead>
<tr>
<th>Remarks</th>
<th></th>
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### 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:

Date:

Signature

Authorised Signatory of the contractor/ Firm
AIRPORTS AUTHORITY OF INDIA

INSTRUCTION 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 etenders.gov.in

REGISTRATION:

1. Bidders are required to enrol on the e- Procurement module of the Central Public Procurement Portal at etenders.gov.in by clicking on the link “Online bidder Enrolment” 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 log 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 – 150 dpi with grey/Color 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, within time period as specified in the tender document. 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 bidders, bidders are required to download the BOQ file, open it and complete the white/green 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 (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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.

CPPP UNDER GePNIC, HELP DESK SERVICES

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002

   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: 91 8826246593
   E-Mail: support-eproc@nic.in

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

   E-Mail: ccppp 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:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Support Persons</th>
<th>Escalation Matrix</th>
<th>E-Mail Address</th>
<th>Contact Numbers</th>
<th>Timings*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Help Desk Team</td>
<td>Instant Support</td>
<td><a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a></td>
<td>011-24632950, Ext-3512 (Six Lines)</td>
<td>0800-2000 Hrs. (MON - SAT)</td>
</tr>
<tr>
<td>2.</td>
<td>Sanjeev Kumar</td>
<td>After 4 Hours of Issue</td>
<td><a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a></td>
<td>011-24632950, Ext-3505</td>
<td>0930-1800 Hrs. (MON-FRI)</td>
</tr>
<tr>
<td>3.</td>
<td>S. Nita, AGM(IT)</td>
<td>After 12 Hours</td>
<td><a href="mailto:snita@aai.aero">snita@aai.aero</a></td>
<td>011-24632950, Ext-3523</td>
<td>0930-1800 Hrs. (MON-FRI)</td>
</tr>
<tr>
<td>4.</td>
<td>Jt. General Manager(IT)</td>
<td>After 24 Hours</td>
<td><a href="mailto:ykkaushik@aai.aero">ykkaushik@aai.aero</a></td>
<td>011-24651507</td>
<td>0930-1800 Hrs. (MON-FRI)</td>
</tr>
<tr>
<td>5.</td>
<td>General Manager(IT)</td>
<td>After 03 Days</td>
<td><a href="mailto:gmitchq@aai.aero">gmitchq@aai.aero</a></td>
<td>011-24657900</td>
<td>0930-1800 Hrs. (MON-FRI)</td>
</tr>
</tbody>
</table>

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

5. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.
AIRPORTS AUTHORITY OF INDIA
NOTICE INVITING TENDER

1. Item rate Tenders are invited through e-tendering portal on behalf of Chairman, Airports Authority of India, for the work as mentioned in Schedule F. The estimated cost of the work is mentioned at Schedule F. This estimate however is given merely as rough guide.

2. The Tenders shall be in prescribed Form.

3. The works are required to be completed within the period as mentioned at clause 5 in Schedule F.

4. Normally contractors whose names are borne on the approved list of Contractor of MES/CPWD/ Railways/ P&T/ State PWD/ PSU’s/Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai & Kolkata and within whose financial category the estimated amount falls will be permitted to Tender. Not more than one Tender shall be submitted by a contractor or by a firm of contractors.

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

5. The Accepting Authority as mentioned at serial No. 2(VIII) in schedule F shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.

6. Tender documents consisting of plans, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract and other necessary documents will be available on e-tender portal. Tender document can be downloaded from the portal.

7. Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the Accepting Officer or his accredited representative will be available at AAI/ CPP e-tendering portal itself.

8. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil (as far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T&P conditions affecting accommodation and movements of labours etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

9. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done, local conditions, local material rates and other factors bearing on the execution of the works.

10. All rates shall be quoted in the AAI/CPP e-tendering portal.

11. 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.
12. Tenders shall be received through AAI/CPP e-tendering portal upto the date and time as mentioned in tender notice and shall be opened on the date and time as mentioned in tender notice.

13. Notification of award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.

14. A responsive bidder is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents without any major modification. A Tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.

15. A major modification is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender, which are not acceptable to AAI shall also be treated as a major modification.

16. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall perform the same at his quoted rates.

17. On acceptance of Tender earnest money will be treated as part of the security deposit.

18. Airports Authority of India will return the earnest money where applicable to every unsuccessful tenderer except as provided in the Tender documents.

19. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejected.

20. The tenderer shall not be permitted to Tender for works in Airports Authority of India Engineering Department responsible for award and execution of contractors, in which his near relative is posted as Manager (Finance & Accounts) or Sr. Officer or as an engineer in any capacity. 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 in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debar from tendering for next 2 years.

21. No Engineer equivalent to Gazetted rank or other Gazetted Officer of equivalent rank in central Govt. Department employed in Engineering or Administration duties in an Engineering Department of Airports Authority of India / Govt. of India is allowed to work as a contractor for a period of two years of his retirement from Airports Authority of India / Government Service, without the previous permission of Airports Authority of India / Govt. of India. 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 attained the permission of Airports Authority of India / Govt. of India as aforesaid before submission of the Tender or engagement in the contractor’s service.

22. The Tender for works shall remain open for acceptance for a period of Ninety Days from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
23. A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take flowing action:
   a) Forfeit the entire amount of EMD submitted by the firm.
   b) Debar the firm for minimum three years to tender for AAI in any name/style.

24. The site for the work may be made available in full or parts as decided by Engineer-in-Charge. No time extension for handing over site in phases will be granted.

25. Unconditional Acceptance:

   Once the bidder has submitted the tender along with unconditional acceptance as per proforma given in Annexure– I, he is not permitted to upload any additional file or put any remark(s)/conditions(s) in/ along with the Tender Document on quoted rates. In case the condition above is found violated, 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.

26. Purchase Preference to Public Enterprise

   The Accepting Authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy on the date of opening of tender.

27. Submission of Bank Guarantee

   The agency shall advise the branch of the bank issuing bank guarantee to send the original Bank guarantee directly to the Airports Authority of India (AAI) under Registered Post (A.D.). An unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional / Controlling Branch of the issuing Branch in a suitable space in the Bank Guarantee. The A.D. card shall be kept with the loan papers of the relevant guarantee.

   The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the concerned Bank Branch, for confirmation of having issued the guarantee, Branches must send the confirmation letter to the concerned authorities promptly without fail.
D.E 7/8

AIRPORTS AUTHORITY OF INDIA
Item Rate Tender & Contract for Work

Airport: NSCBI Airport, Kolkata - 700052
Branch: Engg- Civil
Division: Metro

A) Tender for the work of: Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata

i) To be submitted upto 0600 PM on 05.12.2017 in CPP portal.

ii) To be opened in presence of tenderers who may be present at 03:30 PM on 11.12.2017 in the office of Asst. General Manager (Engg-Civil), AAI, Operational Offices, NSCBI Airport, Kolkata- 700052.

TENDER

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

I/ We hereby tender for execution of the work specified for the Airports Authority of India within the time specified in schedule ‘F’ viz., schedule of quantities and in accordance in all respects with the Rules and Directions and in clause 11 of the conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

In consideration of I/ We agree to keep the tender open for ninety (90) days from the date of opening of bid and not to make any modifications in its terms and conditions.

If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/ we fail to commence work as specified, I/we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

<table>
<thead>
<tr>
<th>Date:</th>
<th>Signature of Contractor with Company’s Stamp.</th>
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<td>Postal Address:</td>
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<td>No.: ....................................................</td>
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<td>Fax ......................................................</td>
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</tbody>
</table>

| Witness:     | ..................................................................|
| Address:     | ..................................................................|
|             | ..................................................................|
| Occupation:  | ..................................................................|
ACCEPTANCE

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

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

(i)

(ii)

(iii) For & on behalf of Airports Authority of India

Signature-------------------

Dated......................

Designation-----------------
1. **General Rules & Directions:** All work proposed for execution by contract were notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

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. (A) In case of the tender submitted by a Joint Venture / Consortium, a copy of joint venture / consortium agreement in the specified proforma defining the lead partner should be submitted. The lead partner shall sign all the documents in respect of the works. The documents signed by any other person or firm other than the lead partner shall not be entertained.

4. 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.

5. Applicable for item Rate Tender only (D.E.-8) Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. 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 or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

6. (A) Applicable for Percentage Rate Tender only (DE-7) In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute 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 or more works shall
submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

7. (B) The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

8. The officer inviting tender or his duly authorized representative will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule – I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

9. 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.

10. The receipt of an accountant or clerk for any money paid by the contractor towards tender fee will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

11. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

12. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

13. (A) Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection, correction if any, shall be initiated.

14. Applicable for Item Rate Tender only (D.E. – 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.

15. (A) Applicable for percentage rate tender only (D.E. – 7) In case of percentage Rate Tenders only percentage quoted shall be considered Any tender containing item rates is liable to be rejected Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

16. 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.

17. Applicable for Item Rate Tender only (D.E. – 8). All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word ‘Rs’ should be written before the figure of rupees and work ‘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 upto two decimal places. While quoting the rate in schedule of quantities, the word ‘only’ should be written closely following the amount and it should not be written in the next line.

18. (A) Applicable for Percentage Rate Tender only (D.E. – 7) In Percentage Rate Tender, the tenderer shall quote percentage below / above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word ‘Rs’ should be written before the figure of rupees and work ‘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.

19. (i) The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be 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 accordance with the prescribed form, provided confirmatory advice is enclosed.
20. (ii) 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 5% of the contract amount of the work.

21. (iii) In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.

22. (iv) 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 Grahmin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.

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

24. Sales-tax / VAT / WCT(Except Service Tax), Purchase tax, turnover or any other tax on material in respect of this contract shall be payable by the Contractor and Airports Authority of India will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the Contractor.

25. The contractor shall give a list of AAI employees related to him.

26. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

27. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

28. The contractor shall submit list of works which are in hand (progress) in the following form:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Name and particulars of Division where work is being executed</th>
<th>Value of work</th>
<th>Position of works in progress</th>
<th>Remarks</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<td>5</td>
</tr>
<tr>
<td>Name of work</td>
<td>Name and particulars of Division where work is being executed</td>
<td>Value of work</td>
<td>Position of works in progress</td>
<td>Remarks</td>
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29. 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 Executive Director Engg. / General Manager Engg. 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.
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, designs, drawings and instructions issued from time to time by the Engineer-in-Charge 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 construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

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, Joint Venture / Consortium 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 Engineer-in-Charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule ‘F’ hereunder.

vi) AAI shall mean the Airports Authority of India.

vii) The terms Member (Planning) means the head of Department of Engineering, Airports Authority of India.

viii) Accepting Authority shall mean the authority mentioned in Schedule ‘F’.

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 or causes solely due to use or occupation by Airports Authority of India of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Airports Authority of India’s faulty design of works.

x) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be
executed plus the percentage mentioned in Schedule ‘F’ to cover, all overheads and profits.

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 ‘F’ 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. **Scope and Performance** Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. **Headings and Marginal notes** to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. **Works to be carried out** The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7. **Sufficiency of Tender** the Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

8. **Discrepancies and Adjustment of Errors** The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed :-

(i) Description of Schedule of Quantities.

(ii) Particular Specification and Special Condition, if any.
(iii) Drawings.

(iv) C P W D Specifications.


(vi) Sound Engineering practice as directed by the Engineer-in-charge, whose decision in this regard shall final and binding on the contractor.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission 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 drawings and specifications or from any of his obligations under the contract.

9. 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 including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard AAI Form as mentioned in Schedule ‘F’ consisting of:

(a) Various standard clauses with corrections upto the date stipulated in Schedule ‘F’ along with annexures 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
Performance Guarantee This clause is applicable for the works for which the estimated cost put to tender is more than Rs.5 crores.

i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule ‘F’ from the date of issue of letter of acceptance. This guarantee shall be 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 accordance with the form annexed hereto on page 112 - 113. In case a fixed deposit receipts of any Bank is furnished by the contractor to the AAI as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipts or Guarantee Bonds, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to make good the deficit.

ii) Performance guarantee should be furnished within 30 days of issue of work order. In case the contractor fails to deposit performance guarantee within the stipulated period, no payment for the work done in respect of Ist Running Account Bill will be released to the contractor. Moreover, interest @10% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.

iii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

iv) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the AAI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay AAI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the AAI.

CLAUSE 1 A
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 5% 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 5% 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 5%, till the sum along with the sum already deposited as earnest money will amount to security deposit of 10% of the contract value of work. Other conditions shall remain same as stated above.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipts or Guarantee Bonds tendered by the Nationalized bank or Scheduled Banks (but not any Co-operative or Gramin bank) (if deposited for more than 12 months) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by 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.

**Note 1:**

Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with provisions contained in the clause 17 which shall be extended from time to time depending upon extension of contract under provision of Clause 2 & Clause 5

**Note 2:**

Note 1 above shall be applicable for both clause 1 and 1 A.

**CLAUSE 2**

**Compensation for Delay** If the contractor fails to maintain the required progress in terms of clause 5 or to complete the Work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the AAI on account of such breach, pay as agreed compensation the amount calculated
at the rates stipulated below as the authority specified in schedule ‘F’ (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

<table>
<thead>
<tr>
<th>(i) Compensation for delay of work</th>
<th>For repair works costing upto Rs.10.00 lakh: 1.0% (one percent) of contract value Per week of delay.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For all other works 0.5% (half percent) of contract value Per week of delay.</td>
</tr>
</tbody>
</table>

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Contract Value of work or of the Contract Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with AAI. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**CLAUSE 2A**

Incentive for early completion In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one per cent) of the contract amount per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the contract amount. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in ‘Schedule F’.

**CLAUSE 2B**

Release of withheld amount towards compensation for delay over and above Rs. 50.00 lacs, can be made against Bank Guarantee (as per Annexure - II) pending finalization of extension of time/grant of final extension of time by Competent Authority as per contract’. Concerned ED (Engg) will authorize such action, contract-wise on receipt of proposal form the Project-in—Charge/RHQ”.

**CLAUSE 3**

When Contract can be Determined Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to complying with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

v) If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI.

vi) If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.

vii) If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering.

viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the AAI shall have powers:

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**CLAUSE 3A**

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

**CLAUSE 4**

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

CLAUSE 5

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

5.1. After the Contract is concluded, within 15 days, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule ‘F’.

5.2. If the work(s) be delayed by:-
   i. force majeure, or
   ii. abnormally bad weather, or
   iii. serious loss or damage by fire, or
   iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
   v. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
   vi. non-availability of stores, which are the responsibility of AAI to supply or
   vii. non-availability or break down of tools and Plant to be supplied or supplied by AAI or
   viii. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor’s control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly
his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

5.3. Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4. In any such case the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the Milestones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the Engineer-in-charge in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non-application by the contractor for extension of time /rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/rescheduling of the milestones by the Engineer-in-charge and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done
Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.
The contractor shall give, not less than seven days’ notice to the Engineer-in-Charge or his authorized representative in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge’s consent being obtained in writing, the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**CLAUSE 6 A**

**Computerized Measurement Book** Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or overwriting in the
measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB’s for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the “bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements / levels by the Engineer-in-charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general of local custom. In the case of item which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a Mutually agreed method shall be followed.

The contractor shall give not less than seven days’ notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed of the Engineer-in-charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurements without such notice having been given or the Engineer-in-charge’s consent being obtained in writing the same shall be uncovered at the contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7
Payment on Intermediate Certificate to be Regarded as Advances No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the
contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule ‘F’, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Manager / Manager (Engg.) together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration or extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt Manager / Manager (Engg) to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

CLAUSE 8

Completion Certificate and Completion Plans Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and
sanitary arrangements required for his/their work people on the site in connection with the
execution of the works as shall have been erected or constructed by the contractor(s) and
cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the
building, in, upon, or about which the work is to be executed or of which he may have had
possession for the purpose of the execution; thereof, and not until the work shall have been
measured by the Engineer -in-charge. If the contractor shall fail to comply with the
requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and
all huts and sanitary arrangement as aforesaid and cleaning off dirt on or before the date fixed
for the completion of work, the Engineer-in-charge may at the expense of the contractor
remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he
thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect
of scaffolding or surplus materials as aforesaid except for any sum actually realised by the
sale thereof.

CLAUSE 8 A

Contractor to keep site clean When the annual repairs and maintenance of works are carried
out, the splashes and droppings from white washing, colour washing, painting etc., on walls,
floor, windows etc. shall be removed and the surface cleaned simultaneously with the
completion of these items of work in the individual rooms, quarters or premises etc. where
the work is done without waiting for the actual completion of all the other items of work in
the contract. In case the contractor fails to comply with the requirements of this clause, the
Engineer-in-charge shall have the right to get this work done at the cost of the contractor
either departmentally or through any other agency. Before taking such action, the Engineer-
in-charge shall give ten days notice in writing to the contractor.

CLAUSE 8 B

Completion Plans to be Submitted by the Contractor The contractor shall submit
completion plan as required vide General Specifications for Electrical works (Part -I internal)
2005 and (Part -II External) 1994 as applicable within thirty days of the completion of the
work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to
pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000/-
(Rupees Fifteen Thousand Only) as may be fixed by the General Manager Engg concerned
and in this respect the decision of the General Manager Engg shall be final and binding on the
contractor.

CLAUSE 9

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 Engineer-in-
charge whichever is earlier. No further claims shall be made by the contractor after
submission of the final bill and these shall be deemed to have been waived and extinguished.
Payments of those items of the bill in respect of which there is no dispute and of items in
dispute, for quantities and rates as approved by Engineer-in- charge, will, as far as possible be
made within the period specified herein under, the period being reckoned from the date of
receipt of the bill by the Engineer-in-charge or his authorized Asstt. Manager / Manager
(Engg.), complete with account of materials issued by the Department and dismantled
materials.

(i) If the tendered value of work is upto Rs. 5 lacs : 3 months
(ii) If the tendered value of work exceeds Rs. 5 lacs: 6 months

**CLAUSE 9 A**

**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 Engineer-in-Charge:

(i) Information as per proforma attached in *Annexure – III*

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

(iii) His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank.

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

**CLAUSE 10**

**Materials supplied by Authority** Materials which Authority will supply are shown in Schedule ‘B’ which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-charge.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/ or schedule of quantities of the work. The contractor shall give in writing his requirement to the Engineer-in-charge, which shall be issued to him keeping in view the progress of work as assessed by the Engineering Charge in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, form any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit alongwith every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/ section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contractor and all stores / materials so supplied to the contractor or procured with the assistance of the AAI shall remain the absolute property of Authority and the contractor shall
be the trustee of the stores/ materials, and the said stores/ materials shall not be removed/
disposed off from the site of the work on any account and shall be at all times open to
inspection by the Engineer-in-charge or his authorised agent. Any such stores/ materials
remaining unused shall be returned to the Engineer-in-charge in as good a condition in which
they were originally supplied at a place directed by him, at a place of issue or any other place
specified by him as he shall require, but in case it is decided not to take back the stores/
materials the contractor shall have no claim for compensation on any account of such stores/
materials so supplied to him as aforesaid and not used by him or for any wastage in or
damage to in such stores/ materials.

On being required to return the stores/ materials, the contractor shall hand over the stores/
materials on being paid or credited such price as the Engineer-in-charge shall determine,
having due regard to the condition of the stores/ materials. The price allowed for credit to the
contractor, however, shall be at the prevailing market rate not exceeding the amount charged
to him, excluding the storage charge, if any. The decision to the Engineer-in-charge shall be
final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in
addition to throwing himself open to account for contravention of the terms of the licences or
permit and/ or for criminal breach of trust, be liable to Authority for all advantages or profits
resulting or which in the usual course would have resulted to him by reason of such breach.
Provided that the contractor shall in no case be entitled to any compensation or damages on
account of any delay in supply or non-supply thereof all or any such materials and stores
provided further that the contractor shall be bound to execute the entire work if the materials
are supplied by the Authority within the original scheduled time for completion of the work
plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion
of work exceeds 12 months, but if a part of the materials only has been supplied within the
aforesaid period, then the contractor shall be bound to do so much of the work as may be
possible with the materials and stores supplied in the aforesaid period. For the completion of
the rest of the work, the contractor shall be entitled to such extension of time as may be
determined by the Engineer-in-charge whose decision in this regard shall be final and binding
on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such
material remaining unused and in perfectly good/ original condition at the time of completion
or determination of the contract shall be returned to the Engineer-in-charge at the stores from
which it was issued or at a place directed by him by a notice in writing. The contractor shall
not be entitled for loading transporting, unloading and stacking of such unused material
except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10 A
Materials to be provided by the contractor and Mandatory Tests
The contractor shall, at
his own expense, provide all materials, required for the works other than those which are
stipulated to be supplied by the Authority.

The contractor shall, at his own expense and without delay; supply to the Engineer-in-charge
samples of materials to be used on the work and shall get these approved in advance. All such
materials to be provided by the contractor shall be in conformity with the specifications laid
down or referred to in the contract. The contractor shall, if requested by the Engineer-in-
charge furnish proof, to the satisfaction of the Engineer-in-
charge that the materials so
comply. The Engineer-in-charge shall within thirty days of supply of samples or within such
further period as he may require intimate to the Contractor in writing whether samples are
approved by him or not. If samples are not approved, the Contractor shall forthwith arrange
to supply to the Engineer-in-charge for his approval, fresh samples complying with the
specifications laid down in the contract. When material are required to be tested in
accordance with specifications, approval of the Engineer-in-charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule F.

Details in respect of all mandatory test shall be maintained (as per the proforma on page 111) and attached with each Running Account Bill.

If any additional tests apart from mandatory tests specified in the Contract are required to be carried out at the instance of AAI or Chief Technical Examiners Organization, to ensure conformity of the item to the Contract specifications the cost of such tests shall be borne by AAI. In case the materials/equipment fails in the above tests, the expenditure incurred by AAI on testing of such material or equipment along with incidental charges borne by AAI on testing of such material or equipment along with incidental charges (if any) shall be recovered from the dues of the contractor and action shall be taken under clause 16 and other relevant clauses of the contract.

Ultrasonic pulse velocity test to access the quality of concrete is also required to be carried out as per IS code and cost of such tests to be borne by contractor.

**CLAUSE 10 B**

**Secured Advance on Nonperishable materials**

(i). The Contractor, on signing an indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge nonperishable, nonfragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/
or protected against damage by weather or other causes but which have not at time of advance been incorporated in the works when materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

**Mobilization Advance**

(ii). Mobilization advance not exceeding 10% of the tendered value may be given, subjected to the availability of funds and if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute a Bank Guarantee Bond from Nationalized Bank or any Scheduled Bank but not Co-operative or Gramin Bank as specified by Engineer-in-charge for 110% amount of mobilization advance before such advance is released. Such advance shall be in two or more installments to be determined by the Engineer-in-charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-charge.

Provided always that provision of Clause 10B (ii) shall be applicable only when so provided in Schedule ‘F’.

**Interest & Recovery** (iii). The mobilization advance in (ii) above bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such advanced of sums against above and the interest thereon shall be made by deduction from (the contractor’s bill) the on-account payments in suitable percentage in relation to the stipulated period of completion as detailed below :-

a. 25% of the amount advanced plus interest due upto 1/4th of the stipulated period of the completion.
b. 60% of the amount advanced plus interest due upto ½ of the stipulated period of the completion.
c.100% of the amount advanced plus interest due upto 3/4th of the stipulated period of the completion.

In case requisite amount as recoverable above is not available in on-account payments mentioned above, the agency shall deposit the same within 7 days of its due otherwise all Bank Guarantees submitted by the agency towards mobilization advance shall be encashed by the Engineer-in-charge.

d. Advances will, subject to availability of funds and, if required by the contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-Charge certifying the sum to which the Contractor is entitled by way of advance:
e. For the work costing more than Rs. 100 crores, the mobilization advance shall be given in installments with single installment not exceeding Rs. 5.00 crores. Subsequently installment shall be released only after submission of utilization certificate by the contractor for the earlier installment to the satisfaction of Engineer –in-Charge. However, recovery system shall be same for all value of work.

f. In case of delay in handing over of site/issue of drawings or any other reason attributable to AAI, recovery of the secure advanced may be rescheduled by Engineer–in-Charge with the approval of technical sanction authority.

The agency shall accordingly submit Bank Guarantee in the same proportion in parts and valid for the period as detailed above, plus 3 months encashment period. In case the requisite amount as recoverable above is not available in on-account payments mentioned above, the agency shall deposit the same within 7 days of its due otherwise all Bank Guarantees submitted by the agency towards mobilization advance shall be encashed by Engineer-in-charge.

**CLAUSE 10 C**

*Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)*

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-charge’s stores in accordance with Clause 10 thereof) and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in sales tax/ VAT) beyond the prices / wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended under the provisions of the Clause 5 of the Contract without any action under Clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price / wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the material covered under clause 10CA and not being a material supplied from the Engineer-in-charge’s stores in accordance with clause 10 thereof) and / or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in sales tax/ VAT). Authority shall in respect of materials incorporated in the works (excluding the material covered under clause 10CA and not being materials supplied from the Engineer-incharge’s stores in accordance with Clause 10 hereof) and/ or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/ or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/ or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/ or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.
For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase / decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

**CLAUSE 10 CA**

**Payment due to variation in prices of materials after receipt of tender**  
If after submission of the tender, the price of materials specified in Schedule-F increases/ decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2.

However for work done during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/ decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the Director General (Works), CPWD, for Bitumen and other items provided in the Schedule ‘F’, this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement and structural steel as issued under authority of Director General (Works) CPWD applicable for Delhi including Noida, Gurgaon, Faridabad and Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer and base price of Bitumen shall be taken as basic price + excise issued at nearest delivery point of Govt. refinery, as indicated in Schedule ‘F’ as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry then the price index of nearest similar material as indicated in Schedule F shall be followed.

The amount of the contract shall accordingly be varied for all such materials worked out as per the formula given below for individual material:

\[
V = P \times Q \times \frac{C_l - C_l_0}{C_l_0}
\]

Where

\(V\) = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered

\(P\) = Base price of material as issued under authority of DG(W), CPWD or concerned Zonal Chief Engineer CPWD and for Bitumen base price shall be taken as basic price + excise issued at nearest delivery point of Govt. refinery as indicated in Schedule F valid at the time of the last stipulated date of receipt of tender including extensions if any.

\(Q\) = Quantity of material brought at site for bonafide use in the works since previous bills \(C_l_0\) = Price index for cement, steel reinforcement bars and structural steel as issued by the DG (W), CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any. For Bitumen and other items, if any provided in Schedule F, All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India,
Ministry of Commerce and Industry as valid on the last stipulated date of tenders including extensions, if any,

\[ CI = \text{Price index for cement, steel reinforcement bars and structural steel as issued under the authority of DG(W), CPWD for period under consideration. For Bitumen and other items if any, provided in Schedule ‘F’ All India Wholesale Price Index for the material for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce for period under consideration.} \]

It will be the responsibility of the contractor to arrange transport and suitable storage facility to store the bulk bitumen at their own cost and nothing extra shall be paid for the same. However, if contractors are required to use the drum bitumen, they shall be reimbursed the difference in rates of drum bitumen and bulk bitumen prevailing at the time minus the cost of empty drum at the rate of NA on production of necessary voucher/documents.

**Note:**

(i) In respect of justified period extended under the provisions of Clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of materials covered in this Clause.

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) If actual purchase price of material is less than base price P, then this clause shall not be applicable.

**CLAUSE 10 CC**

**Payment due to Increase/ Decrease in Prices / Wages (excluding material covered under clause 10CA) after Receipt of Tender for works.** If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with clause 10 & 34 thereof) and/ or wages of labour required for execution of work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/ wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in **Schedule F**. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:
(i) The base date for working out such escalation shall be the last stipulated date of the receipt of tenders including extension, if any.

(ii) The cost of work on which escalation will be payable shall be reckoned as below:
(a) Gross value of work done upto this quarter (A)
(b) Gross value of work done upto the last quarter (B)
(c) Gross value of work done since previous quarter (A-B) (C)
(d) Full assessed value of secured advance (excluding material covered under clause 10CA) fresh paid in this quarter (D)
(e) Full assessed value of secured advance (excluding material covered under clause 10CA) recovered in this quarter (E)
(f) Full assessed value of secured advance for which escalation is payable in this quarter (D-E) (F)
(g) Advance payment made during this quarter (G)
(h) Advance payment recovered during this quarter (H)
(i) Advance payment for which escalation is payable in this quarter (G-H) (I)
(j) Extra items/ deviated quantities of items paid as per clause 12 based (J) on prevailing market rates during this quarter:

Then, M=\(C+F+I-J\)

\(N=0.85\ M\)

(k) Less cost of material supplied by the department as per clause 10 and recovered during the quarter (K)

(l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable

\(W=N-(K+L)\)

(iii) Components for materials, (except Bitumen, cement, reinforcement bars, structural steel or others material covered under clause 10CA) labour, P.O.L. etc. shall be pre determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule E. The decision of the Engineer-incharge in working out such percentage shall be binding on the contracts.

(iv) The compensation for escalation for other materials (except Bitumen, cement, reinforcement bars, structural steel or others material covered under clause 10CA) and P.O.L. shall be worked as per the formula given below:

(a) Adjustment for civil component (except Bitumen, cement, reinforcement bars, structural steel and others material covered under clause 10CA) / electrical component of construction

Materials

\[ V_m = \frac{W \times X_m \times (M_l-M_l0)}{100 \times M_{l0}} \]
\[ \text{Vm} = \text{Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered} \]

\[ W = \text{Cost of work done, worked out as indicated in sub para (ii) of Clause 10 CC} \]

\[ X_m = \text{Component of materials (except Bitumen, cement, reinforcement bars, structural steel and other materials covered under clause 10CA) expressed as a percent of the total value of the work.} \]

\[ M_l = \text{All India wholesale price index for civil component/ electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce and applying weightage to the Individual Commodities/ Group Items (in respect to the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered).} \]

\[ M_{l0} = \text{All India wholesale price index for civil component/ electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items valid on the last stipulated date of receipt of tenders including extensions, if any, as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and applying weightage to the Individual Commodities/ Group Items.} \]

\* Note: relevant component only will be applicable

(b) Adjustment for the component of \text{POL}:

\[ VF = \frac{W \times Z \times (F_l - F_{l0})}{100 \times F_{l0}} \]

\[ VF = \text{Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered} \]

\[ W = \text{Cost of work done, worked out as indicated in sub para (ii) of Clause 10 CC} \]

\[ Z = \text{Component of Fuel, Oil and Lubricant expressed as a percentage of the total value of the work} \]

\[ F_l = \text{All India wholesale price index for Fuel, Oil and Lubricant for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry under consideration as published by the Economic Advisor to Government of India, Ministry of Industry} \]

\[ F_{l0} = \text{All India wholesale price index for Fuel, Oil and Lubricant valid on the last stipulated date of receipt of tenders including extensions, if any.} \]

(v) The following principles shall be followed while working out the indices mentioned para (iv) above:

a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months’ interval. At the
time of completion of the work, the last period for payment might become less than 3 months depending on the actual date of completion.

b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:

\[ V_l = \frac{W \times Y \times (L_l - L_{l0})}{100 \times L_{l0}} \]

\( V_l = \) Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered
\( W = \) Value of work done, worked out as indicated in sub para (ii) above
\( Y = \) Component of labour expressed as a percentage of the total value of the work
\( L_l = \) Minimum wage in rupees of an unskilled audit male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration (in respect to the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered)
\( L_{l0} = \) Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension if any.

(vii) The following principles will be followed while working out the compensation as per sub para (vi) above:

(a) The minimum wage of an unskilled male mazdoor mentioned in sub para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages take place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
(a) No such adjustment for the decrease in the price of materials and/or wages of labour
aforementioned would be made in case of contracts in which the stipulated period of
completion of the work is equal to or less than the time as specified in Schedule F.

(b) The Engineer-in-charge shall otherwise be entitled to lay down the procedure by which
the provision of this sub clause shall be implemented from time to time and the decision of
the Engineer-in-charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:

(a) Where provisions of clause 10CC are applicable, provisions of clause 10 C will not be
applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of Clause 10C and 10CA
will become applicable.

CLAUSE 11
Work to be Executed in Accordance with Specifications, Drawings, Orders etc. The contractor
shall execute the whole and every part of the work in the most substantial and workmanlike
manner both as regards materials and otherwise in every respect in strict accordance with the
specifications. The contractor shall also conform exactly, fully and faithfully to the design,
drawings and instructions in writing in respect to the work signed by the Engineer in charge
and the contractor shall be furnished free of charge one copy of the contract documents
together with specifications, designs, drawings and instructions as are not included in the
standard specifications of Central Public Works Department specified in Schedule F or in any
Bureau of Indian Standard or any other published standard or code or Schedule of Rates or
any other printed publication referred to elsewhere in the contract. The contractor shall
comply with the provisions of the contract and with the care and diligence execute and
maintain the works and provide all labour and materials, tools and plants including for
measurements and supervision of all works, structural plans and other things of temporary or
permanent nature required for such execution and maintenance in so far as the necessity for
providing these, is specified or is reasonably inferred from the contract. The contractor shall
take full responsibility for adequacy suitability and safety of all the works and methods of
construction.

CLAUSE 12
Deviations / Variations Extent And Pricing The engineer-in-charge shall have power (i) to
make alteration in, omissions from, additions to, or substitutions for the original
specifications, drawings, designs and instructions that may appear to him to be necessary or
advisable during the progress of the work, and (ii) to omit a part of the works in case of non-
availability of a portion of the site or for any other reasons and the contractor shall be bound
to carry out the works in accordance with any instructions given to him in writing signed by
the Engineer-in- charge and such alterations, omissions, additions or substitutions shall form
part of the contract as if originally provided therein and any altered, additional or substituted
work which the contractor may be directed to do in the manner specified above as part of the
works, shall be carried out by the contractor on the same conditions in all respects including
price on which he agreed to do the main work except as hereafter provided.

12.1. The time for completion of the works shall, in the even of any deviations resulting in
additional cost over the tendered value sum being ordered, be extended, if requested
by the contractor, as follows:
(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the engineer-in-charge.

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

**Deviation, Substituted Items Pricing** In the case of substituted items, (items that are taken up with partial substitution or in lieu of items of work in the contract) the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

**Deviation, Deviated Quantities, Pricing** In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within Six weeks of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.3. The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4. The contractor shall send to the Engineer-in-Charge once every three months, an up-to-date account giving complete details of all claims for additional payments to which
the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge, which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Executive Director Engineering may authorise consideration of such claims on merits.

12.5. For the purpose of operation of Schedule F, the following works shall be treated as works relating to foundation:
   i. For buildings, compound walls, plinth level or 1.2 metres (4 feet) above ground level, whichever is lower excluding items of flooring and D.P.C. but including base concrete, below the floors.
   ii. For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed of floor level.
   iii. For retaining walls where floor level is not determinate, 1.2 metres above the average ground level or bed level.
   iv. For roads, all items of excavation and filling including treatment of sub-base.

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

**CLAUSE 13**

**Foreclosure of contract due to Abandonment or Reduction in Scope of Work** 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 Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

   i. Provided that the contractor shall be paid the cartage charges only of materials actually and bonafide brought to the site of work by the contractor and rendered surplus and then taken back by the contractor, provided AAI shall have the option to take over contractor’s materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by AAI, cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
ii. If any materials supplied by AAI are rendered surplus, the same except normal wastage shall be returned by the contractor to AAI at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to AAI stores, if so required by AAI, shall be paid.

The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

CLAUSE 14 –

Dismantled Material Authority Property The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Authority’s property and such materials shall be disposed off to the best advantage of Authority according to the instructions in writing issued by the Engineer-in-charge.

CLAUSE 15

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

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

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

(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;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reasons
(a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as 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 Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from AAI for the loss suffered by him on account of delay by AAI in the supply of materials in schedule ‘B’ where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the AAI.

CLAUSE 16
Action in case Work not done as per Specifications All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorize subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department of Quality Assurance and of the Chief technical Examiner’s Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

**CLAUSE 17**

**Contractor Liable for Damages, defects during maintenance period** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-charge half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

Specialized items of work such as anti-termite treatment, water proofing work, kiln seasoned and chemically treated wooden shutters, roofing, false ceiling, painting works etc. executed through specialized agencies or by the contractor itself, a specific guarantee in the prescribed proforma shall be executed towards responsibility for removal of any defects cropping up in these works executed by them, during the guarantee period. 10% of security deducted from the bills for such specialized items of work shall only be refunded after expiry of guarantee period.

**CLAUSE 18**

**Contractor to Supply Tools & Plants etc.** The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge’s stores) machinery, tools & plants as specified in
Schedule F. in addition to this, appliances, implements, other plans, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

**CLAUSE 18 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 subsection (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.

**CLAUSE 18 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 19**

**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 building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

**CLAUSE 19 A**

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

**CLAUSE 19 B**

**Payment of wages:**

i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the AAI Contractor’s Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.

ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor’s part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor’s Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions 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) Engineer-in-charge concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made 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 Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge 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 19 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 Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D
The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:
(1) the number of labourers employed by him on the work,
(2) their working hours,
(3) the wages paid to him,
(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
(5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them
Failing which the contractor shall be liable to pay to AAI, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

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

CLAUSE 19 F
Leave and pay during leave shall be regulated as follows:

1. Leave:
   (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
   (ii) In the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay:
   (i) In the case of delivery – leave pay during maternity leave will be at the rate of women’s average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
   (ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:
   No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix – I and II, and the same shall be kept at the place of work.

CLAUSE 19 G
In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor’s Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.
Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provision of the AAI Contractor’s Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work—people employed the contractor(s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work—people within a reasonable time to be specified in the notice. If the contractor(s) 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 Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work—people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H
The contractor(s) shall at his/their own cost provided his/their labour with a sufficient number of huts (hereinafter referred to as the camp) on the following specifications on a suitable plot of land to be approved the Engineer-in-Charge.
(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker’s family staying with the labourer.
(b) The contractor shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6’ x 5”) adjacent to the hut for each family.
(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
(d) The contractor(s) shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge in case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6”) above the surrounding ground. The roofs shall be laid with the thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water—tight.
(b) The contractor(s) shall provide each hut with proper ventilation.
(c) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
(d) There shall be kept an open space of at least 7.2 m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) Water Supply – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provide. The contractor(s) shall also at his / their own cost makes arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) Disposal of Excreta: The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee / authority and inform it about the number of labourers employed so that arrangements may be made by such Committee / authority for the removal of excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality / authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) Drainage – The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii) Sanitation: The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I
The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors’ employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19 J
It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Executive Director Engg. Whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Executive Director Engg., through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.
CLAUSE 19 K
Employment of skilled / semiskilled workers The contractor shall at all stages of work deploy skilled / semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute/National Institution of Construction Management and research (NICMAR) National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen alongwith requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer –in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provision of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs.5 crores.

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

CLAUSE 20(A)
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 thereunder. Some of the provisions are given below:

Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948. a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation after award of work and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.
c) The contractor by 20th of every month shall provide a monthly 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.
To withhold 3% for building work & 1.5% for road/pavement work of the total amount of work done during the period considered.

**CLAUSE 20(B)**
ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

**CLAUSE 21**

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

**CLAUSE 22**
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 23**

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

**CLAUSE 24**
All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**CLAUSE 25**

*Dispute Resolution Mechanism and Arbitration*
Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of
the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) **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 Executive Director / Member (Planning) / Chairman, Airports Authority of India.

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

b) 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.

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

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

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence.

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

(ii) **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 (Planning) / 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 Regulation 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) as amended by the Arbitration and Conciliation (amendment) Act, 2015 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

CLAUSE 26

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

CLAUSE 27

Lumpsum Provisions in Tender When the estimate on which a tender is made, includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items ,or if the part of work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump- sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of the clause.
CLAUSE 28
Action where no specifications are specified  In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers’ specifications.

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

CLAUSE 29
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 Engineer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the even of the security being insufficient to cover the claimed amount or amounts or if so security has been taken from the contractor, the Engineer-in-Charge or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in Charge of the AAI or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

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

(ii) AAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whatsoever.
Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Director Engineering / General Manager Engineering on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Director Engineering / General Manager Engineering.

**CLUASE 29A**

**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 Engineer-in-Charge or the AAI or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the AAI or with such other person or persons.

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

**CLAUSE 30**

**Employment of coal mining or controlled area labour not permissible** The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to AAI a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

**Explanation:** - Controlled area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara- Sub-Division under Santhal Pargana Commissionery, District of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.
CLAUSE 31

Unfiltered water supply The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor (s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31A

Departmental water supply, if available Water if available may be supplied to the contractor by the department subject to the following conditions:-

(i) The water charges @1% shall be recovered on gross amount of the work done.

(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.

(iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor (s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the AAI’s water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

Alternate water arrangements (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the AAI, no charge shall be recovered from the contractor or that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and well are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

(ii) The contractor shall be allowed to construct temporary wells in AAI land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33

Return of Surplus materials Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of AAI either by issue from AAI stocks or purchase made under orders or permits or licences issued by AAI, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the AAI and return, if required by the engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination.
for any reason whatsoever on being paid or credited such prices as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to AAI for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Hire of plant & Machinery

i. The Contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule ‘C’ and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the AAI over and above the T&P stipulated for issue, the AAI will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-charge. In such a case, all the conditions hereunder for issue of T & P shall also be applicable to such T&P as is agreed to be issued.

ii. (Plant & Machinery when supplied on hire charges shown in Schedule ‘C’ shall be made over and taken back at the departmental equipment yard / shed shown in Schedule ‘C’ and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued.

The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

iii. The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the department.

iv. The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown will be computed considering half a day’s breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting
from the next working day. In case of any dispute under this clause, the decision of the Executive Director Engineering / General Manager Engineering shall be final and binding on the contractor.

v. The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.

vi. Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

vii. Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day’s normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

viii. The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing / wash out irrespective of the period employed in servicing.

ix. The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-charge, the work or a portion of work for which the same was issued is completed.

x. Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

xi. In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental
rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.

xii. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

xiii. The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided AAI’s plant and machinery in question have, in fact, remained idle with the contractor because of the suspension.

xiv. In the event of the contractor not requiring any item of plant and machinery issued by AAI though not stipulated for issue in Schedule ‘C’ any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35
Condition relating to use of asphaltic materials

(i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution of for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to AAI, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36
Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical staff & Employees

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

The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal technical representative to be charge of the work and other technical representative
(s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower than specified in schedule ‘F’. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative (s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required to the Engineer-in-Charge and / or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Technical Representative and other technical representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative (s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative (s) shall not look after any other work. Substitutes, duly approved by engineer – in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative (s) by more than two days.

If the Engineer–in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule ‘F’ and the decision of the Engineer–in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and / or other technical representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the Engineer – in – Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative (s) alongwith every on account bill / final bill and shall produce evidence if at any time so required by the Engineer– in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled, and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semi-skilled sand unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconductions himself, or is incompetent or
negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37
Levy/Taxes payable by Contractor
(i) Sales Tax/VAT/WCT (except Service Tax) 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 service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
(ii) (a) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor shall deposit royalty and obtain necessary permit for collection of stone, sand red bajri, kankar etc. from the local authority in the matter and will abide by the notification issued by Central Govt. / State Government / Local State Authorities as applicable from time to time in this regard. The contractor is also bound to allow deduction from his bills any difference in statutory taxes / royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement of all demands in this regard by Central / State Govt.
(b) This will also be applicable to forest produce.
(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 38
Conditions for reimbursement of levy / taxes if levied after receipt of tenders.
(i) All tendered rates shall be inclusive of GST and all taxes and levies 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 Engineer-in-charge (whose decision shall be final and binding on the contractor ) attributable to delay in execution of work within the control of the contractor.
(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of AAI or the Engineer-in-Charge and further shall furnish such other information / document as the Engineer-in-Charge may require from time to time.
(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.
CLAUSE 39
Termination of Contract on death of contractor Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40
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 grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41
No any officer in Deptt of Engineering to work as Contractor within one year of retirement No engineer or any officer employed in engineering or administrative duties in an engineering department of AAI shall work as a contractor or employee of a contractor for a period of one 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 42
Return of material and recovery for excess material issued. (i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance – (see Clause 10). Theoretical quantity of materials issued by the AAI for use in the work shall be calculated on the basis and method given hereunder;

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard co-efficient for the consumption of cement or bitumen are not available in the above mentioned schedule / statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer-in-Charge, including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter-wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables pig lead and G.I. / M.S. sheets shall be taken as quantity actually required and measures plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & categoriwise.

(d) For any other material as per actual requirements.
(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule ‘F’. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule ‘F’, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule ‘F’ shall be final and binding on the contractor.

For non scheduled items, the decision of the Engineer – in - charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the AAI to taken action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

**CLAUSE 43**

**Compensation during warlike situations** The work (whether fully constructed or not) and all materials, machines, tools and plants scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work original executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge upto Rs.5,000/- and by the Executive Director Engg. / General Manager Engg.concerned for a higher amount. The contractor shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer – in - charge.
CLAUSE 44

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

CLAUSE 45

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

CLAUSE 46

Contractor’s Liability and Insurance of Works

(i) From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AAI’s T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI’s T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

(ii) In the event of any loss or damage to the Works or any Part thereof or to any T & P, to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to AAI’s store such AAI’s T & P, articles and/or materials as may be directed;

(b) The contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and

(iii) Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

(iv) Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts, the contractor at his own cost shall insure, in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks) for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and
any loss or damage occasioned by the contractor in the course of any operation carried out by
them for the purpose of complying with its obligations of defects liability clause hereof;

a) All works including temporary works to their full value executed from time to time.

b) The construction materials and equipments to their full value brought on to the site by the
contractor.

(v) The Contractor shall indemnify and keep indemnified AAI against all losses and claims
for injuries or damage to any persons or any property whatsoever which may arise out of or
in consequence of the construction and maintenance of Works and against all claims,
demands proceedings, damage costs, charges and expenses whatsoever in respect of or in
relation thereto.

(vi) Before commencing execution of the work, the Contractor shall, without in any way
limiting his obligations and responsibilities under this condition, insure at his own cost
against any damage, loss or injury which may occur to any AAI property, or to any person for
at least the minimum amount of Rs. 1.00 lakh with unlimited number of occurrences
(including any employee of AAI) by or arising out of carrying out of the Contract.

(vii) The contractor shall at all times indemnify AAI against all claims, damages or
compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act,
1948, Employer’s Liability Act, 1938, the Workmen’s Compensation Act, 1923, Industrial
Disputes Act, 1947 and the Maternity Benefit Act, 1923 or any modifications thereof or any
other law relating thereto and rules made there under from time to time or as a consequence
of any accident or injury to any workman or other persons in or about the Works, whether in
the employment of the Contractor or not, his agents or servants, and also against all costs,
charges and expenses of any suit, action or proceedings arising out of such accident or injury
and against all sum or sums which may with the consent of the Contractor be paid to
compromise or compound any claim. Without limiting his obligations and liabilities as above
provided, the Contractor shall insure against all claims, damages or compensation payable
under the Workmen’s Compensation Act, 1923 or any modification thereof or any other law
relating thereto.

(viii) All insurance mentioned above shall be effected with any subsidiary of the General
Insurance Company of India or by a company approved by the Insurance Regulatory
Authority of India.

(ix) The aforesaid insurance policy / policies shall provide that they shall not be cancelled till
the Engineer-in-Charge has agreed to their cancellation in writing.

(x) The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken
out all the insurance policies referred to above and has paid the necessary premiums for
keeping the policies alive
till expiry of the Defects Liability Period. A self-certified copy of such policies are required
to be submitted to the Engineer-in-charge.

(xi) The Contractor shall ensure that similar insurance policies are taken out by his
subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from
their failure to obtain adequate insurance protection in connection thereof. The contractor
shall produce or cause to be produced by his subcontractor (if any) as the case may be, the
relevant policy or policies and premiums receipts as and when required by the Engineer-in-
Charge. A self-certified copy of such policies are required to be submitted to the Engineer-in-
charge.
(xii) If the Contractor and/or his subcontractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
AIRPORTS AUTHORITY OF INDIA
SAFETY CODE

1. Suitable Scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders.

When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical)

2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding on staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.(3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 ½ “) for ladder upto and including 3m. (10ft.) in length. For long ladders, this width should be increased at least ¼” for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person on which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof. Ladder shall extend from bottom of the Trench to at least 90cm (3fts) above the surface of
the ground. The sides of the trenches which are 1.5 m. (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition – Before any demolition work is commenced and also during the progress of the work,
   i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
   ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
   iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
   i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
   ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
   iii) Those engaged in welding works shall be provided with welder’s protective eye-shields.
   iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
   v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
      a) Entry for workers into the line shall not be allowed except under supervision of the Sr. Superintendent (Engg.) or any other higher officer.
      b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
c) Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or condoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:

(a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

(c) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii)(i) of AAI Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of AAI.

(viii) AAI may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor’s machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is noting in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.
MODEL RULES FOR THE PROTECTION OF
HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
EMPLOYED BY AAI OR ITS CONTRACTORS

1. APPLICATION
These rules shall apply to all buildings and construction 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 construction 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 sterilised dressings
       (2) 3 medium size sterilised dressings
       (3) 3 large size sterilised dressings
       (4) 3 large sterilised 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.
   (b) For work places in which the number of contract labour exceed 50. Each first-aid box hall contain the following equipments.
       (1) 12 small sterilised dressings.
       (2) 6 medium size sterilised dressings.
       (3) 6 large size sterilised dressings
       (4) 6 large size sterilised burn dressings.
       (5) 6 (15 gms) packets sterilised cotton wool.
(6) 1 (60 ml). Bottle containing two per cent alcoholic solution iodine.
(7) 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
(8) 1 roll of adhesive plaster.
(9) 1 snake bite lancet.
(10) 1 (30 gms) bottle of potassium permanganate crystals.
(11) 1 pair scissors.
(12) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute / Government of India.
(13) A bottle containing 100 tablets (each of 5 gms) of aspirin.
(14) Ointment for burns.
(15) A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

(iv) Nothing except the prescribed contents shall be kept in the First-aid box.

(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

(i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

(ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

(iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
5. WASHING FACILITIES

(i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

(ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

(iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

(i) Latrines shall be provided in every work place on the following scale namely:

(a) Where female are employed, there shall be at least one latrine for every 25 females.

(b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

(ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

(iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

(iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers “For Men only” or “For Women Only” as the case may be.

(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

(vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

(viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and
covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor’s workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

(i) At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a,b & c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.

(iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

(v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

(i) In every work place where the work regarding the employment of contractor labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

(ii) The canteen shall be maintained by the contractor in an efficient manner.

(iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

(iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

(v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime washed every four months.

(vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
(vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

(viii) Suitable arrangements shall be made for the collection and disposal of garbage.

(ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.

(xii) Sufficient tables stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in Sub-Rule 9.

(xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on ‘No Profit, No loss’ and shall be conspicuouslly displayed in the canteen.

(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :-
(a) The rent of land and building.
(b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
(c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
(d) The water charges and other charges incurred for lighting and ventilation.
(e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.
11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

AAI may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.
AIRPORTS AUTHORITY OF INDIA
Contractor’s Labour Regulations

1. SHORT TITLE
These regulations may be called the AAI Contractors Labour Regulations.

2. DEFINITIONS
(i) Workman means any person employed by AAI or its contractor directly or indirectly through 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 Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one
of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

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

(ii) No wage period shall exceed one month.

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

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

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

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

(vii) All wages shall be paid in current coin or currency or in both.

(viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

(ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

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

(xi) The contractor shall obtain from Senior Superintendent Engg or the authorised representative of the Engineer-in-Charge a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:

“Certified that the amount shown in column No. ………… has been paid to the workman concerned in my presence on …..at……………….”
6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES
(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
(a) Fines
(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
(e) Any other deduction which the Central Government may from time to time allow.
(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
(v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS
(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL(R&A) Central Rules 1971 (Appendix IV)
(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)
Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
(a) Full particulars of the labourers who met with accident.
(b) Rate of Wages
(c) Sex
(d) Age
(e) Nature of accident and cause of accident
(f) Time and date of accident
(g) Date and time when admitted in Hospital
(h) Date of discharge from the Hospital
(i) Period of treatment and result of treatment
(j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
(k) Claim required to be paid under Workmen’s Compensation Act.
(l) Date of payment of compensation
(m) Amount paid with details of the person to whom the same was paid
(n) Authority by whom the compensation was assessed.
(o) Remarks

v) The contractor shall maintain a Register of Fines in the Form XII of the CL(R&A) Rules 1971 (Appendix-XI)
The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

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 Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

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

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

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER
Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Engineer-in-Charge concerned within 30 days from the date of decision, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

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

   iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.
16. INSPECTION OF BOOKS AND SLIPS
The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

17. SUBMISSION OF RETURNS
The contractor shall submit periodical returns as may be specified from time to time.

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

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and address of the contractor</td>
</tr>
<tr>
<td>2</td>
<td>Name and location of the work</td>
</tr>
<tr>
<td>3</td>
<td>Name of the woman and her husband's name</td>
</tr>
<tr>
<td>4</td>
<td>Designation</td>
</tr>
<tr>
<td>5</td>
<td>Date of appointment</td>
</tr>
<tr>
<td>6</td>
<td>Date with months and years in which she is employed.</td>
</tr>
<tr>
<td>7</td>
<td>Date of discharge/dismissal, if any</td>
</tr>
<tr>
<td>8</td>
<td>Date of production of certificates in respect of pregnancy.</td>
</tr>
<tr>
<td>9</td>
<td>Date on which the woman informs about the expected delivery.</td>
</tr>
<tr>
<td>10</td>
<td>Date of delivery/miscarriage/death.</td>
</tr>
<tr>
<td>11</td>
<td>Date of production of certificate in respect of delivery/miscarriage.</td>
</tr>
<tr>
<td>12</td>
<td>Date with the amount of maternity/death benefit paid in advance of expected delivery</td>
</tr>
<tr>
<td>13</td>
<td>Date with amount of subsequent payment of maternity benefit</td>
</tr>
<tr>
<td>14</td>
<td>Name of the person nominated by the woman to receive the payment of the maternity benefit after the death.</td>
</tr>
<tr>
<td>15</td>
<td>If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date in the register.</td>
</tr>
<tr>
<td>16</td>
<td>Signature of the contractor authenticating entries in the register.</td>
</tr>
<tr>
<td>17</td>
<td>Remarks column for the use of Inspection Officer.</td>
</tr>
</tbody>
</table>
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 ____________________________________________

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Category</th>
<th>Minimum wage fixed</th>
<th>Actual wage paid</th>
<th>Number present</th>
<th>Remark</th>
</tr>
</thead>
</table>

Weekly holiday _________________________________________________________
Wage period __________________________________________________________
Date of payment of wages _____________________________________________
Working hours _________________________________________________________
Rest interval _________________________________________________________
**PROFORMA OF REGISTER**

**Form-13 (See Rule 75)**

Register of Workmen Employed by Contractor

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name and Surname of workman</th>
<th>Age and Sex</th>
<th>Father's/Husband's name</th>
<th>Nature of employment designation</th>
<th>Permanent home address of the workman (VIII. and tehsil Taluk and District)</th>
<th>Local address</th>
<th>Date of commence ment of employment</th>
<th>Date of termination of employment</th>
<th>Reasons for terminations</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tr>
</tbody>
</table>
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

Nature and location of work

Name and address of Principal Employer

Name and address of employee

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of workman</th>
<th>Father's/Husband's name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td></td>
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Remarks
## PROFORMA OF REGISTER

**Register of wages**

### कार्यांक 17 Form-XVII (कुर्सिया नियम 78 (2) (a) देखें) (See Rule 78 (2) (a))

### मजदूरी रजिस्टर

| क्र. संख्या | मजदूर का नाम | मजदूर के संस्थापित में क्रम संख्या | नियुक्ति का नाम | फॉर्म/पदित्त का रूपक | लिखित दिनों की संख्या | कार्य के को परिशिष्ट | दिनों की संख्या | दिनों के एक के बेड़ा | लागू हुए धोती के रूपक | लागू हुए धोती के परिशिष्ट में साधारण लागू | लागू हुए धोती के बेड़ा में साधारण लागू | व्यक्ति नकद | कुल मजदूरी | की गई मजदूरी की कीमत | भुगतान | भुगतान की प्रति रूपक | व्यक्ति नकद | कुल मजदूरी | की गई मजदूरी की कीमत | व्यक्ति नकद | कुल मजदूरी | की गई मजदूरी की कीमत | व्यक्ति नकद | कुल मजदूरी | की गई मजदूरी की कीमत | व्यक्ति नकद | कुल मजदूरी | की गई मजदूरी की कीमत | व्यक्ति नकद |
|-----------|--------------|----------------------------------|----------------|------------------|----------------|----------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 1         | 2            | 3                                | 4              | 5                | 6              | 7              | 8              | 9              | 10             | 11             | 12             | 13             | 14             | 15             | 16             |                |                |                |                |                |                |                |                |                |                |                |                |                |

**Notes**

- **Name and address of contractor**
- **Name and address of establishment which under contract is carried on**
- **Nature and location of work**
- **Name and address of Principal Employer**
- **Date of wages Period**
- **Monthly/Fortnightly**
PROFORMA OF REGISTER

Name and Address of Contractor: ____________________________  Date of Issue: ____________________________

Name and location of work: ____________________________  Designation: ____________________________

Name of workman: ____________________________  Monthly/Fortnight: ____________________________

Rate of Wages: ____________________________

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

Morning: ____________________________  Rate: ____________________________

Evening: ____________________________  Amount: ____________________________

Initial: ____________________________

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

This Wage Card is valid for one month from the date of issue.
PROFORMA OF REGISTER

प्रोफॉर्मा ऑफ रिजर्ड

फॉर्म 19 / Form-XIX

(कृपया नियम 78 (2)(ख) देखें)

[See rule 78 (2) (b)]

मजदूरी कार्ड
Wages Slip

ठेकेदार का नाम व पता
Name and address of contractor.................................................................

मजदूर का नाम तथा उसके पिता/पति का नाम
Name and Father's/Husband's name of workman...........................................

कार्य का स्थल तथा स्थान का नाम
Name and location of work.............................................................................

सप्ताह/पहेला/मास के लिए
For the Week/Fortnight/Month ending.........................................................

1. जितने दिन कार्य किया
   No. of days worked..................................................................................

2. किए गए कार्य के एककों की संख्या (पीस रेट मजदूरों के बारे में)
   No. of units worked in case of piece rate workers....................................

3. दैनिक मजदूरी की दर/पीस रेट
   Rate of daily wages/piece rate...................................................................

4. समयोपरि मजदूरी की रकम
   Amount of overtime wages........................................................................

5. दी जाने वाली कुल रकम
   Gross wages payable................................................................................

6. वसूलियां, यदि कोई हो
   Deduction, if any....................................................................................

7. दी गई मजदूरी की शुद्ध रकम
   Net amount of wages paid........................................................................

ठेकेदार अथवा उसके प्रतिनिधि के हस्ताक्षर

Initials of the contractor or his representative

Page | 102
PROFORMA OF REGISTER

फार्म 14 / From-XIV

परिषिप्त / 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 संख्या में क्रम संख्या

St. No. in the register of workman employed

3. रोजगार/पद का नाम

Nature of employment/designation

4. मजदूरी की दर

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

5. मजदूरी की अवधि

Wage period

6. रोजगार की अवधि

Tenure of employment

7. टिप्पणी

Remark

TAG|Page | 103

ठेकेदार के हस्ताक्षर

Signature of contractor
**PROFORMA OF REGISTER**

**Form XV (कृपया निष्ठु 77 देखे) (See Rule 77)**

**Service Certificate**

| क्र. संख्या | रोजगार की तुल अवधि | किए गए कार्य का स्वरूप | मजदूरी दर (पीस वर्क के मामले में एकक के ख्यातिखोअऽ रहित) | टिप्पणी | रानी
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<th>क्र. संख्या</th>
<th>रोजगार की तुल अवधि</th>
<th>किए गए कार्य का स्वरूप</th>
<th>मजदूरी दर (पीस वर्क के मामले में एकक के ख्यातिखोअऽ रहित)</th>
<th>टिप्पणी</th>
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</table>

**Name and address of contractor**

Name and address of workman

Age or date of birth

Identification marks

Father’s/Husband’s name

Name and address of establishment in which contract is carried on

Name and address of Principal Employer

**Note:**

Page 104
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 behavior

6- Habitual negligence.

7- Smoking near or around the area where combustible or other materials are locked

8- Habitual Indiscipline

9- Causing damage to work in the progress or to property of the AAI or of the contractor.

10- Sleeping on duty.

11- Malingering or slowing down work.

12- Giving of false information regarding name, age, father's name, etc.

13- Habitual loss of wage cards supplied by the employer's

14- Unauthorised 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 authorised by the employer.

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

21- Threatening or intimidating any workman or employer during the working hours within the premises.
## PROFORMA OF REGISTER

<table>
<thead>
<tr>
<th>Nature and location of work</th>
<th>Name and address of Principal Employer</th>
<th>Name and address of contractor</th>
<th>Name and address of establishment in which contract is carried on</th>
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<tr>
<th>Name of worker</th>
<th>Father's Husband's Name</th>
<th>Designation/ nature of employment</th>
<th>Remarks</th>
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| Sl. No. | Date of Offence | Date of Challan | Fine imposed | Fine imposed fine imposed for which In whose presence employer's separation was heard cause against |
|---------|-----------------|-----------------|--------------|-----------------------------------------------|------------------------------------------------|
| 1       |                 |                 |              |                                               |                                               |
| 2       |                 |                 |              |                                               |                                               |
| 3       |                 |                 |              |                                               |                                               |
| 4       |                 |                 |              |                                               |                                               |
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| 11      |                 |                 |              |                                               |                                               |
| 12      |                 |                 |              |                                               |                                               |
### PROFORMA OF REGISTER

**Register of Deduction for Damage or Loss**

| क्र. संख्या | नाम अथवा पता | पालिका/पति का नाम | स्थान/पदनाम | कार्य/एकल/पत्रिका का कार्य/पदनाम | कार्य/एकल/पत्रिका का मौर्य | पत्रिका का स्थान/पदनाम | कार्य/एकल/पत्रिका का मौर्य | कार्य/एकल/पत्रिका का मौर्य | कार्य/एकल/पत्रिका का मौर्य | कार्य/एकल/पत्रिका का मौर्य | कार्य/एकल/पत्रिका का मौर्य |
|-----------|----------------|---------------------|-----------------|----------------------------------|------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1         | 2              | 3                   | 4               | 5                                | 6                | 7                      | 8                     | 9                     | 10                    | 11                    | 12                    | 13                    |

**Name and address of contractor**

**Name and address of establishment in which contract is carried on**

**Nature and location of work**

**Name and address of Principal Employer**
PROFORMA OF REGISTER

Form 22 Form-XXII (कुप्पा नियम 78(2)) देखें (See Rule 78(2) (d))

Register of Advances

Name and address of contractor

Name and address of establishment in which contract is carried on

Nature and location of work

Name and address of Principal Employer

| क्र. संख्या | मजदूर का नाम | पिता/पति का नाम | नौकरी का स्थल/पदनाम | मजदूरी की अवधि तथा देय मजदूरी | दिए गए अवनिति की तिथि तथा राशि | Purpose(s) for which advance made | किसी की संख्या कितना अवनिति दी गया | लौटाई गई प्रत्येक किसी की तिथि तथा राशि | लौटाई गई देहात के संबंध में राशि, चर्चा या राशि | वह तिथि जबकि अवनिति किर्जा लौटाई गई | टिप्पणी |
|----------|--------------|----------------|-------------------------------|-----------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 1        | 2            | 3             | 4                           | 5                                | 6                               | 7                               | 8                               | 9                               | 10                              | 11                              |                                 |                                 |

Remarks
**Register of Overtime**

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<tr>
<th>क्र. संबंध</th>
<th>नौकर का नाम</th>
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<th>नौकर का स्वरूप/ पदनाम</th>
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SKETCH OF CEMENT GODOWN:

- A.C. OR G.I. OR ANY OTHER WEATHER PROOF ROOF THAT THE CONTRACTOR MAY BUILD
- 10 BAGS HEIGHT
- WOODEN PLANKS OVER WOODEN BATTENS
- ANY KIND OF WALL 2400
- 150 MM DRY BRICK IN TWO LAYERS
- 150 MM CONSOLIDATED EARTH

SECTION AB
- CEMENT IN BAGS
- PASSAGE
- TOTAL QUANTITY OF CEMENT IN THE GODOWN 30 TONNES

ALL DIMENSIONS IN MM
## ANNEX-I

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

Name of work: ................................................................. Name of Contractor: .................................................................

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Quantities as per Agreement</th>
<th>Frequency as per Specification</th>
<th>No. of Tests Required</th>
<th>Upto date Quantity</th>
<th>No. of Tests Required</th>
<th>No. of Tests actually done</th>
<th>Remarks</th>
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Note: If the number of tests done are less than required, then reasons shall be recorded.

Signature of Sdtt. (Engg)

Signature of Engineer-in-Charge.                                                                                     Signature of Manager / AM (Engg)
FORM OF PERFORMANCE SECURITY (GUARANTEE)

Bank Guarantee Bond

1. In consideration of the Chairman, AAI (hereinafter called “AAI”) having offered to accept the terms and conditions of the proposed agreement between ......................... and................................................[hereinafter called the said Contractor(s)] for the work ................................................................. (herein after “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs...................... (Rupees..........................only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We......................................................(indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs......................(Rupees..........................only) on demand by AAI.

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

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

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

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

5. We...................................................... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We………………………………….(Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

8. This guarantee shall be valid upto……………………………………….unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.………………………………………. (Rupees……………………………………….only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of:

Dated this_______ Day
of_____________

WITNESS

2

For and on behalf of (The Bank)

2

Signature__________________________

Name &

Designation_________________

Authorization

No.________________________

Name &

Place

________________________

Bank’s Seal

________________________

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

Signature__________________________

Name _____________________________

Designation________________________

Dated ______________________________

Note: * Date of validity should be schedule date of completion + Six months.
### Approved makes of materials

<table>
<thead>
<tr>
<th>SL NO.</th>
<th>ITEMS</th>
<th>Makes</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>PUMPS</td>
<td>KIRLOSKAR / BEACONS / MATHER &amp; PLATT / CROMPTON / WASP / KSB / JYOTI / BE / VOLTAS / GREAVES</td>
</tr>
<tr>
<td>2</td>
<td>UP TO AND INCLUDING 1.1 KV CABLES (ISI MARKED)</td>
<td>CCI (Bangalore) / GLOSTER(Kolkata Hyderabad) / NICCO (Shyam Nagar WB) / UNIVERSAL (Satna) / RPG (ASIAN)(MUMBAI) / HAVELLS (Rajasthan) / INDUSTRIAL CABLES (Rajpura) / TORRENT (Nadiad) / GEMCAB (Hyderabad) / HINDUSTHAN VIDYT PRODUCT LTD* (Faridabad) / POLYFAB (Dhaman) / RAVIN (Pune) / FINOLEX (Pune) / KEI* (MPCAB)(gwalior)/ kei*(Delhi)/ avocab* (Ahmedabad) /Ekta*(New Delhi) / SKYTONE*(Faridabad). In case of non availability of the above makes other ISI make cable shall be opted with the approval of EIC.</td>
</tr>
<tr>
<td>3</td>
<td>Paver Block</td>
<td>Stylish or equivalent</td>
</tr>
<tr>
<td>4</td>
<td>Other items</td>
<td>As per AAI approved makes list or as approved by EIC if not available.</td>
</tr>
</tbody>
</table>
SCHEDULES

SCHEDULE ‘A’

Before quoting rates in “Items” Section in financial bid, the bidders are advised to read the full description of respective items & unit of Schedule of Quantities sheet at \textit{page no 153 to page no 160}.

SCHEDULE ‘B’

Schedule of materials to be issued to the contractor

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Rates in figures &amp; words at which the material will be charged to the contractor</th>
<th>place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

\textit{Not Applicable} --
**SCHEDULE ‘C’**

Tools and plants to be hired to the contractor

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Hire charges per day</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE ‘D’**

Extra schedule for specific requirements/ documents for the work, if any
SCHEDULE ‘E’

Schedule of component of, other materials, Labour etc. for price escalation.

CLAUSE 10 C

Component of civil (except cement, steel reinforcement bars, steel structural and bitumen)/Electrical construction Material –expressed as percent of total value of work  80 %
Component of labour –expressed as percent of total value of work. 20 %
Component of P.O.L. – expressed as percent of total value work. 0%

SCHEDULE ‘F’

Reference to General Conditions of contract.

Name of work: Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata

(i) Estimated cost of work:  Rs. 2,31,76,000/-
(ii) Earnest money:  Rs. 4,63,520 /
(iii) Performance Guarantee 5% of tendered value
(iv) Security Deposit 5% of contract value of work.

General Rules & Direction:

Officer inviting tender Asstt. Gen. Manager (E – C)
Maximum percentage for quantity
of items of work to be executed beyond See below
which rates are to be determined in 30%
accordance with Clauses 12.2 & 12.3

2(v) Office inviting tender AMD-I (Engg-Civil)
AAI, New Operational Building,
Ground Floor,
NSCBI Airport, Kolkata-52.

2(viii) Accepting Authority GM (E-C)
2 (x) Percentage on cost of materials and 15%
labour to cover all overheads and profits.

2(xi) Standard Schedule of Rates CPWD DSR 2016 & MR
2(xii) Department Engg. AAI
9 (ii) Standard A.A.I. contract Form D.E. Form as modified and Corrected upto date

Clause 1

(i) Time allowed for submission of Performance Guarantee form the date of issue of Work Order

(ii) Maximum allowable extension beyond the period Refer clause 1 of GCC (provided in i) above

Clause 2

Authority of fixing compensation under clause 2 As per AAI DOP

Clause 2 A

Whether clause 2A shall applicable Not Applicable

Clause 5

Number of day from the date of issue of letter acceptance for reckoning date of start 10 days

Milestone (s) as per table given below:–

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Milestones (Physical)</th>
<th>Time allowed in days (from date of start)</th>
<th>Amount to be withheld in case of non achievement of milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/8th (financial) (of whole work)</td>
<td>1/4th of whole work</td>
<td>In the event of not achieving the necessary progress as assessed by Engineer In Charge, 1% of the tendered value of work will be withheld for failure of each milestone, subject to maximum of 4% of tendered value of the work.</td>
</tr>
<tr>
<td>2</td>
<td>3/8th (financial) (of whole work)</td>
<td>1/2th of whole work</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3/4th (financial) (of whole work)</td>
<td>3/4th of whole work</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
</tbody>
</table>

Time allowed for execution of work----- 150 days

Clause 6, 6A

Clause applicable – 6A
Clause 7
Gross work to be done together with net payment/adjustment of advances Rs. 50.00 Lakhs for material collected, if any since the last such payment for being eligible to interim payment.

Clauses 10A
List of testing equipment to be provided by the contractor at site lab.
Testing equipments applicable for the test detailed as per the Special Condition (Civil).

Clause 10 B (ii)
Whether clause 10B (ii) shall be applicable Applicable

Clause 10 CA

<table>
<thead>
<tr>
<th>Materials covered under this clause</th>
<th>Nearest Material for which All India Wholesale Price Index is to be followed</th>
<th>Base Price of all material covered under clause 10 CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td>NIL</td>
<td>Rs. 4733.00 Per MT</td>
</tr>
</tbody>
</table>

Clause 10 CC
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period show in text column N/A

Clause 11
Specification to be followed for execution of work: Agreement, Technical Specification, CPWD 2009 specifications (volume I&II),MoRTH Specification with up to date correction slip.

Clause 12
12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work 30%
12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work 100%

Clause 16
Competent Authority for deciding reduced rates. DGM (E-C) / Jt. General Manager (E-C)

Clause 18
List of mandatory machinery, tools & plants to be deployed by the contractor at site: -
Clause 36 (i)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Minimum Qualification of Technical Representative</th>
<th>Discipline</th>
<th>Designation (Principal Technical / Technical representative)</th>
<th>Minimum Experience</th>
<th>Number</th>
<th>Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clauses 36 (i)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Diploma</td>
<td>Civil Engineering</td>
<td>Site Engineer</td>
<td>2 Years</td>
<td>1 No.</td>
<td>Rs 1000/-/Per Day</td>
</tr>
</tbody>
</table>

Clause 42

(i) (a) Variation permissible on theoretical quantities

(a) Cement for works with estimate cost put to tender not more than Rs. 5 lakhs.
    for works with estimated cost put to tender more than Rs. 5 lakhs.
    Bitumen for all works
    2.5 % (+) only & nil on (-) side

(b) Steel Reinforcement and structural steel section for each diameter, section and category
    2% plus/ minus

(c) All other materials
    Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Item</th>
<th>Rates in figures and words at which recovery shall be made from the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Excess beyond Permissible variation</td>
<td>Less use beyond the permissible variation</td>
</tr>
</tbody>
</table>
SPECIAL CONDITION OF CONTRACT (CIVIL WORKS)

1. GENERAL

i) The following Special condition of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications, Drawings and any other documents forming part of this contract wherever the context so requires.

ii) Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

iii) Where any portion of the General Condition of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Special Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. COMPLETION SCHEDULE

This clause should be read in conjunction with clause 05 of General Condition of Contract.

i) The Contractor shall furnish within 15 days of letter of award bar chart considering the mile-stone for completion of work within the stipulated time as per conditions of the contract. The programme should clearly include Manpower, Material and Machinery resources proposed to be deployed for achieving the targeted progress, justification for same based on machinery output, the date from which each machinery shall be available at site in working condition etc. complete. The programme shall be subject to the approval of Engineer-In-Charge who may order changes in the programme. The decision of Engineer-In-Charge shall be final and binding in this regard.

ii) Contractor is expected to mobilize and employ sufficient resources as indicated in the agreed NET-WORK programme to achieve the progress within the broad frame work of accepted methods of working and safety. No additional payment shall be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-In-Charge.

iii) During the currency of the work the contractor is expected to adhere to the time schedule on mile-stone and total completion and this adherence will be a part of Contractor’s performance under the contract.

iv) The Engineer-In-Charge can hold the payment till such time, the contractor does not submit bar chart/Milestone Chart/Construction material,equipment Programme etc. The contractor will be fully responsible to submit bar chart considering the mile-stone in consultation with Engineer-In-Charge to complete the work within stipulated time.

3. FOR MONITORING OF PROJECT

i) The contractor shall submit the bar chart to complete the work within stipulated time schedule.

ii) The agency shall submit month wise details of manpower and machinery to be deployed in project along with material procurement schedule for completion of work
with in stipulated period based on bar chart. The progress will be reviewed monthly with respect to the bar chart submitted by agency. Two copies of proposed bar chart showing activities completed and backlog if any, should be submitted to the Engineer-In-Charge on fortnightly basis. The revised bar chart with additional manpower/machinery/labour deployment schedule should also be submitted if any delay is observed and revised programme is essential to complete the work within stipulated period.

iii) The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant of extension of time to the contractor.

iv) Contractor shall submit fortnightly progress reports (3 copies) highlighting status of various activities and physical completion of work.

v) Contractor shall give every day report as per Annexure - VII on category wise labour and equipment deployed along with the progress of work done in the proforma prescribed by the Engineer-In-Charge.

4. SCOPE OF WORK

i) Works to be carried out as per the bill of quantities. Any other related works considered necessary for the main work as decided by the engineer-in-charge.

ii) The drawings accompanying the tender document are of indicative nature and issued for tendering with the purpose to enable the tendered to make an offer in line with the requirements of the AAI.

iii) However, no extra claim whatsoever, shall be entertained for variation in the ‘Approved for Construction’ and ‘Tender Drawings’ regarding any changes. The execution of work shall be as per approved drawings and specifications.

iv) Intent of the Plan and Specification:

The contract drawings if any, together with the contract specifications, are intended to show and explain the manner of executing the work and to indicate the type and class of materials to be used. 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 that may be required in preparation of an for and in the full and entire execution and completion of the works and maintenance of the same during the construction and observation period. The description given in the schedule of works shall, unless otherwise stated be held to include waste on materials, carriage and cartage, carrying on hoisting, setting and fixing in position and all other labour necessary in and for the full and entire execution with good practice and recognized principles and any urgent and temporary works, fully contingent on the work.

v) All day to day maintenance and repairing work in respect of all types of joint filling and repairing concrete in taxiway and apron.

vi) The operation of the contract will be for a period of one year w.e.f. the date of work order, extendable by a further period of max. one year by mutual consent. However, performance of contract would be revised after every quarter.
5. **MANPOWER**

i) The contractor shall deploy minimum manpower as per GCC Clause -36. The other necessary manpower for timely attendance of complaint and execution of work shall also be arranged by the contractor.

ii) As the work is of Maintenance in nature, constant presence of the contractors and their representatives / workmen at site shall be ensured at all the times.

6. **TEMPORARY WORKS**

i) All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost immediately after completion of the work.

7. **POWER SUPPLY**

i) Generally electricity required for the work shall not be given by AAI and same has to be arranged by the Contractor. In case AAI electricity source is available near the work site and electricity can be spared to the contractor as per discretion of Engineer-In-Charge, the Contractor may draw electricity from the AAI source as approved by Engineer-In-Charge.

ii) Necessary meter and connection from the source as approved by Engineer-In-Charge shall be arranged by the Contractor at his own cost.

iii) Whenever AAI electricity source is used by the Contractor, the charge as fixed by Airports Authority Of India shall be recovered from the running / final bill of the contractor.

8. **SITE ORGANISATION**

Subject to the provisions in the tender documents and without prejudice to contractor’s liabilities and responsibilities to provide adequate qualified and skilled personnel on the work. Contractor shall deploy site organization and augment the same as decided by the Engineer-In-Charge depending on the exigencies of work. No engineering personal deployed at site shall be removed from the site without prior approval of the Engineer-In-Charge.

9. **STORES, MATERIALS AND EQUIPMENTS & MACHINERIES**

i) No storage accommodation will be arranged by AAI, Contractor shall make all such arrangements at his own cost to the satisfaction of Engineer-In-Charge.

ii) All the store materials including Cement and Bitumen, etc. equipments and machinery required for the satisfactory completion of the works shall be arranged by contractor from his own sources / open market. No claim whatsoever shall be entertained by the AAI on account of delay in either in providing the materials, arranging for plant, equipments and machinery or non availability of the materials or equipments in the market. No Materials etc. shall be issued by AAI.

iii) The contractor shall be allowed to install plants and machineries, store and stack the material and construct temporary hutments for labour during construction operation within Airport premises in non-operational area subject to availability. Location
selected by Engineer-In-Charge shall be final and binding and nothing extra shall be payable to the contractor for any extra lead involved from the work site. Charges will be levied for such temporary use of land by contractor for installation of plants, labour camp (if provided), Cement Godown, Site Office etc. as per AAI norms. Land used for stacking of materials to the extent available is, however, shall be provided at free of cost, with the approval of project / Airport-in-charge. Necessary security deposit of the prevailing rate per sqm (as per AAI norms) in the form of Demand Draft is also required to be submitted by the Contractor for such temporary use of land. However contractor has to vacate the Airport premises occupied for above said purpose immediately after completion of the work.

iv) The contractor shall co-operate with any other agency working on the same project, compare plans, specifications and the time schedule and so arrange his work that there will be no interference. The contractor shall forward to the Engineer-In-Charge all correspondence and drawings so exchanged. Failure to check plans for conditions will render the contractor responsible for bearing the cost of any subsequent change found necessary, contractor should co-ordinate in such a way that on no account there should be any disturbance to the work.

v) Materials brought to the site by the contractor shall be stored by the contractor in a safe / dry storage space. The contractor shall be responsible for safe custody of materials at site till such time the installation is commissioned and handed over to the Engineer-In-Charge.

vi) Cement bags shall be stored in separate godowns to be constructed by Contractor at his own cost with weather proof roofs and walls. Each godown shall be provided with a single door with two locks, the keys of one lock shall remain with the representative of Engineer-In-Charge of work and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties and the account maintained in the Proforma approved by the Engineer-In-Charge.

vii) The contractor is required to submit the invoices / bill receipt for bitumen, cement, steel, lime, paint and any other item incorporated in works for which Engineer-In-Charge directs.

viii) The materials such as Good Earth, Moorum, Coarse and Fine aggregate and other materials shall be brought to site only after approval of the quarry/source by the Engineer-In-Charge.

ix) The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipments and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule. Concrete batching plant is not required to be installed if ready mix concrete is used.

x) No construction equipment shall be supplied by AAI.

xi) Equipments for night working:

In case, it appears, at any stage that the project may not be completed within the stipulated period due to restricted working hours in the day in view of operational reasons or for timely completion of the work the contractor shall execute the work during the night as and when asked by the Engineer-In-Charge. For proper execution,
the work site shall be properly illuminated. Nothing extra shall be payable to contractor for working in night time.

xii) In the event of any dispute of any kind related to the works the decisions of the Engineer-in-Charge shall be final and binding. Engineer-in-Charge shall mean the Sr. Manager Engg. (C) / Asst. Gen. Manager (E-C) of the concern work and site Engineer concern is the Authorized Officer of AAI to carry out general supervision, issue day to day instructions and approve material & workmanship.

10. CLOSING DAY’S WORK
i) After the closure of day’s work, all equipment and stock piled materials must be so placed that after darkness their tops are below a fifty to one ratio from the ends of the basic strips of the runway and twenty to one from sides of useable aircraft traffic areas and must be marked with red flags by day and red lights by night to indicate that they project above the general contour of the aerodrome, if the work is in operational area.

ii) Work shall be closed at 2 hours notice for VVIP movement and also other exigencies if directed by the Engineer-in-Charge. No compensation shall be entertained on this account from the contractor.

11. ADMISSION TO SITE
i) Entire site of work is inside the restricted / operational area of the airport. The airport belongs to AAI. The contractor is expected to finish the work before each break by adequate planning with suitable construction joints etc. as per the satisfaction of Engineer-in-Charge. All men and vehicles shall be permitted to enter the aerodrome operational area only on possession of the security passes issued by Security agencies on the recommendations of Engineer-in-charge. The contractor shall apply in writing in advance of the commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses and shall satisfy the Engineer-in-Charge who shall, at his discretion, have the right to recommend the issue of passes to control the admission of contractor, his agents, his staff and workmen. Entry passes are issued by security agency after police verification. The contractor shall ensure that his men shall work in areas/zones allotted to them. Passes shall be deposited with the Engineer-in-Charge on demand and in any case immediately after completion of work. The contractor's staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities such as prohibition of smoking & lighting, search of persons on entry and exit, keeping to specified routes etc. Any person found violating the security rules laid down by the authorities will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account. Nothing extra shall be payable by AAI on account of restricted due to non-operational hours and in restricted working conditions.

For entry of any vehicle inside the airport operational area a separate temporary vehicle entry permit shall be issued, and the same will be charged as per AAI existing fee as applicable from time to time. Nothing extra shall be paid to contractor / agency on this account.

ii) Safety jacket
As a safety measure all contractor personnel’s working in operational area are supposed to wear yellow colour high visibility jackets. Wearing of yellow colour high visibility jackets in the operational area is mandatory. If a person is found without
wearing of high visibility yellow colour jackets a fine / penalty of Rs. 500/- (Rupees Five hundred only) per head for each default will be levied and the person will not be allowed to work in operational area without wearing of high visibility yellow colour jacket even after payment of fine.

12. **STANDARD OF WORKMANSHP**

i) To determine the acceptable standard of workmanship, the contractor shall execute portion of the item of work as sample for approval of the Engineer-In-Charge, before taking up the actual execution of the particular item of work.

13. **BYE-LAWS**

i) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Engineering-In-Charge, informed of the said compliance with the bye-laws, payments made, notices issued and received.

ii) The contractor shall indemnify the AAI against all claims in respect of patent rights, design, trade marks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereto.

14. **SITE PRECAUTIONS**

i) Any materials or T & P etc. found lying outside the sites approved by the Engineer-In-Charge, shall be removed by the Engineer-In-Charge at the risk and cost of the contractor.

ii) It will be the responsibility of the contractor wherever applicable to see that Air Traffic Control Tower signals are instantly and rigidly observed and acted upon by all personnel employed by the contractor on the job.

iii) If any time there is hindrance in the execution of the work due to any reason whatever, the Authority shall not be responsible and shall not entertain any claim whatever on this account from the contractor.

iv) If on handling over the site or any time there after during the execution of the works the contractor considers that any drawing or information necessary for the execution of the work has not been provided, he has to inform the Engineer-in-charge in writing giving details.

v) The Contractor shall have to co-ordinate with the Aerodrome Authority for locating T & P and stacking of materials etc. Nothing extra shall be paid to the contractor for all the above factor. No time extension shall be granted and nothing extra shall be payable by AAI on account of restriction due to non-operational hours and in restricted working conditions. The contractor shall adjust his labour, staff, plant, machinery etc. according to the requirements of work from time to time with particular regard to restricted working hours and no claim shall be entertained on account of idle labour, plant, machinery etc. due to any reason whatsoever.
vi) When the contractor’s equipment or personnel require to cross areas which are not close to aircraft operations, the contractor shall provide competent flagmen at locations designated by the Engineer-In-Charge to relay signals from airport traffic control to personnel wishing to cross such areas.

vii) Every transport vehicle shall carry a permit issued by the Chief Authority of Airport/Aerodrome concerned and shall be produced on demand by him or his authorized agent. All vehicles entering the Airport limits shall follow the routes prescribed by the Chief Authority of Airport for entering the areas and shall display red flags on top. No vehicle shall be allowed between sunset and sunrise also during the day when visibility is 500 meter or less within the Airport limits where motor vehicle Act does not apply.

viii) With regard to AAI construction safety measures, the contractor shall adhere to various Indian Standard Codes of Practice requirements of Provincial Government and Local Municipal Authority wherever the provisions of the latter two agencies shall be more stringent than the provisions of the former. When these codes do not exist, the contractor shall adhere to such safety measures as directed by the Engineer-In-Charge.

ix) The contractor shall, during construction, provide barricades at his own cost as per specifications prescribed by the Engineer-In-Charge to segregate the working area to ensure safety of all concerned.

x) The contractor shall be responsible for any damage, resulting from his negligence, either to buildings, structures or airport fixtures such as underground cable contact lights, hard surface areas, water mains, other operational installation, Airport roads etc. The contractor shall restore, replace or repair any such damage to the complete satisfaction of the Engineer-In-Charge and in default the Engineer-In-Charge may cause the same to be made good by any other means and deduct the expenses from any sums due to contractor.

xi) The work shall be carried out in phases in such a way that there is least obstruction to the movements of Air Traffic at the Airport. The phasing shall be decided by the Engineer-In-Charge, who will be at liberty to change the phasing to suit the requirements. The contractor shall have to abide by these instructions and nothing extra shall be paid to him on this account.

xii) Rigid precautions must be exercised by the Contractor to avoid interference with aircraft operations on that portion of the aerodrome not closed off to aircraft traffic. Where there are restrictions of movement imposed by the Civil Aviation Department and AAI the contractor shall abide by all rules and regulation laid down in this regards by the Department and the Authority.

xiii) Closed Markings shall be provided by the contractor as per the instruction of the Engg.-in-charge before starting of work in the operational area.

xiv) When not in use all equipment, and stockpiled materials must be so placed that after darkness their tops are below a fifty to one ratio from the ends of the basic strip of the runway and twenty to one from sided of the useable aircraft traffic areas and must be marked with red flags by day and red lights by night to indicate that they project above the general contour of the aerodrome.

15. MISCELLANEOUS

i) The contractor shall take all precautions at his own cost to avoid all accidents by exhibiting necessary day & night caution boards, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents
caused due to negligence on his part. No hindrances shall be caused to traffic during execution of work.

ii) No payments will be made to the contractor for damage caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained. He will make good of all such damages at his own cost and no claim on this account will be entertained.

iii) Any cement slurry added over base surface or for continuation of concreting for bond is added its cost is deemed to have inbuilt in the item unless otherwise / explicitly stated and nothing extra shall be payable or extra cement considered with consumption of this account.

iv) The rates for all items of work shall unless clearly specified otherwise include cost of all labourers, materials and others inputs like curing etc. involved in the execution of the work.

v) The foundation trenches shall be kept free from water while all the works below ground level are in progress.

vi) The contractor shall be responsible for the protection of entire executed work including sanitary and water supply fittings and other and fixtures etc. against pilferage and breakage during the period of installation and there after until the building is handed over.

vii) The contractor shall laminate in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated the provision mentioned above will apply to each phase.

viii) The building work will be carried out in the manner complying in all respects with the requirement of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-In-Charge and nothing extra will be paid on this account.

ix) Water tanks, taps, pipes, fittings and accessories should conform to byelaws and specifications of the municipal body/Corporation authorities, wherever required, at his own cost. The work shall be carried out according to municipal byelaws.

x) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations any pay all fees and charges which may be liable.

xi) The work fire fighting, internal sanitary, installation and drainage work etc. shall be carried out as per local Municipal Corporation or such local bodies byelaws and the contractor shall produce necessary completion certificates from such authorities after completion of work.

xii) The sanitary water supply and drainage pipes and fittings other materials shall be of approved quality and shall confirm to the relevant CPWD specifications for works. The work shall be carried out without infringing on any of the local Municipal byelaws.

xiii) The contractor shall remove the labour huts, temporary barricades etc. on completion of the work and leave the site in a neat and tidy state. The payment of final bill will be subject to the compliance of this condition by the contractor.
xiv) AAI works manual, Technical Instruction/Circular, Vigilance Instruction/Circular and Govt. Instruction/Circular issued from time to time shall also be applicable for this Contract.

xv) All rates quoted shall be inclusive of labour, materials and except specifically mentioned otherwise, shall include all charges like Octroi, Tolls, Ferry Charges, Local Charges, Income Tax, Sales Tax etc., as may have to be incurred by the Contractor for getting the respective items of works executed to proper order and complete finish.

xvi) The contractor will have to submit Rate Analysis for tendered rates for all items when asked for by AAI.

xvii) Royalty at the prevalent rates shall have to be paid by the Contractor on all the boulders, metal, shingle, sand and moorum etc. collected by him for the execution of work direct to the Revenue Authority of the State Govt. or to any Private party who has the right on such a land. Claim on this account shall not be entertained by the Department.

xviii) It is not binding on the AAI to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender.

xix) For specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, Roofing, False Ceiling, Painting work etc. that are entrusted to specialized firms or registered contractors, the main contract agency/ firm executing the work is required to give a specific guarantee (Minimum 5 years) towards responsibility for removal of any defects cropping up in these works executed by them during the guarantee/ defect liability period. The form of the guarantee to be executed by the contractors is given in Annexure– V.

xx) 10% of the security deducted from the bills for such specialized items of work shall be refunded to the contract agency only after expiry of guarantee period in accordance with the terms and condition of the contract agreement.

16. APPARTITIONING OF WORK

The Airports Authority of India reserves the right to appartment the work at different levels amongst not more than two contractors, by negotiations if necessary.

17. PERFORMANCE

The contractor shall perform all works in substantial and acceptable manner in accordance with the plans and specifications and in accordance with such further any explanatory drawings, details and instructions as may from time to time be given by the Engineer-in-Charge. The work must be progressed within such sections and at each time as directed by the Engineer-in-Charge.

The contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawing and specifications taken together whether the same may or may not be particularly shown on that drawings or described in the schedule of quantities, provide that the same can be
reasonable inferred there from. Figured dimensions to be followed in preference to scale dimensions and all dimension and particulars to be taken from the actual work.

It must be clearly understood that the whole of the condition are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the sprit and meaning of the conditions or unless such works shall have been ordered in writing by the Engineer-n-Charge.

18. TEMPORARY SERVICES ROAD, PREPARATION OF GROUND ETC.

i) The contractor shall bear all expenses and charges on special or temporary service roads required by him in connection with access to the site. He shall not object to the use of service roads by other construction traffic.

ii) Upon completion of the work such roads shall be broken up and leveled where so required by the drawings unless the Engineer-In-Charge shall otherwise direct.

iii) Conveyance of men and materials and inspections staff etc. to any portion of the work site involved in the construction shall be the responsibility of the contractor.

19. SETTING OUT THE WORKS

i) The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the positions levels and dimensions and alignments of all parts of the works and for the provisions of all necessary applications and labour in connections therewith.

ii) If any time during the progress of the work any error may appear or arise in the position, levels, dimension or alignments of any part of the work the contractor on being required to do so by the Engineer-In-Charge shall at his own expenses rectify such errors to the satisfaction of the Engineer-In-Charge.

iii) The checking or any setting out of any line by the Engineer-In-Charge or his representatives shall not relieve in any way the contractor of responsibility for the correctness therefore and shall carefully project and preserve all bench mark site rails, pegs and other things used in the set is out of work.

iv) All duties concerning establishment of a set of bench marks, permanent theodolite stations, centre of pillars etc. for performing all the functions of work till the physical completion of all items of the work in question shall be carried out by the contractor at his own cost.

v) He shall also keep proper record of such permanent bench marks established denoting therein their correct levels.

vi) The work establishing all such bench marks shall be carried out only by experience staff of the contractor with the help of precision instruments suitable for this type of work. The instruments shall be checked for their accuracy and for permanent adjustment before the commencement of the work and also frequent intervals during the progress of the work.

vii) All such bench marks established by the contractor shall be subjected to check and approval of the Engineer-In-charge or duly representative and valuations noticed in the work as a result of important establishment of maintenance of such bench marks shall be at the contractor’s risk and expense.

viii) The contractor has to adjust his work and progress to work in co-ordination with other agencies working at site.
20. **SUB STANDARD WORK**

All works have to be carried out strictly as per standard contract specification and the drawings applicable to the contract. Any work found below specification and not as per drawing is liable to be rejected. However, if any work is below specification but is technically acceptable as per direction of Engineer-In-Charge, the same work will be considered for acceptance and will be paid at a reduced rate at the sole discretion of Engineer-In-Charge, and his decision will be final in this respect and no claim of the contractor will be entertained in this regard at any stage. The decision of the Engineer-In-Charge regarding rejection or acceptance of sub standard work and its reduced rate payable shall be beyond the purview of the arbitration under clause 56 of the contract documents.

21. **LOWEST OF TWO**

The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rates of second lowest, the contractor shall be paid lower of the two.

22. **RESPONSIBILITY OF THE CONTRACTOR**

Contractor has to assist AAI by providing vehicles, manpower, equipment etc. for proper demarcation of AAI land in close co-ordination with officials of Land Revenue Department and for proper liaisoning with Municipal / Panchayet / State Government Authorities. Nothing extra shall be paid on this account.

23. **INSPECTION OF SITE AND TESTING**

i) The Engineer-In-Charge or his authorized representative shall have full power to inspect any portion of the work, examine the materials and workmanship at the contractor’s works or at any other place from where the material is obtained. Acceptance of any material shall in no way relieve the contractor of his responsibility for meeting the requirement of the specifications.

ii) Routine type tests for the various items of material shall be performed at the contractor’s / Government approved laboratory and Manufacture’s Test certificate should also be furnished wherever require. The contractor shall permit the Engineer-In-Charge or his authorised representative to be present during any or all of the test. After notification to the Engineer-In-Charge that the work has been completed, the contractor shall make under the direction and in the presence of Engineer-In-Charge such tests and inspections as have been specified or as the Engineer-In-Charge shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications it shall be rectified by the Contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.

iii) The various tests indicated in the specifications or as considered necessary by the Engineer-in-Charge or his authorized representative shall be carried out in the Laboratory approved by the Engineer-in-Charge. The Contractor shall bear the cost of the samples and testing charges. The results shall be final and binding on the contractor. Alternatively contractor shall provide at his expenses all testing equipment and other facilities at the site which may be required for the purpose of carrying out fields tests.
iv) All tools, instruments, Plants and labour/operator required for the test shall be provided by the contractor at his own cost. The contractor will establish a laboratory at site at his own cost within one month from the date of issue of work order. The testing facilities should be sufficient to do various routine test of work and as approved by Engineer-In-Charge.

In addition to tools, equipments, apparatus and instruments as described above, if any, additional tool equipment apparatus and instrument is required for laboratory and execution of work as per technical specification of NIT the same shall be provided by contractor. Nothing extra shall be payable to contractor on this account.

v) The Engineer-In-Charge may at his discretion, check the test result obtained at contractors laboratory by independent tests at an approved laboratory. The cost of such material, transport, cost of testing etc. shall be borne by the contractor.

vi) In the event of not providing field laboratory equipment and instrument mentioned above whenever required, the same shall be arrange by AAI for the interest of the work as and when required and 3 times the actual expenditure shall be recover from the bill of the contractor.

24. **NUISANCE**

The Contractor shall not at anytime do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the Public generally.

25. **REMOVAL OF WORKMEN**

The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

26. **DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE**

i) The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by AAI nor to make any variation in the works.

ii) The Engineer-in-charge may from time to time in writing delegate to his representative any if the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-charge to the Contractor within the terms of such delegation shall bind the Contractor and AAI as though it had been given by the Engineer-in-charge.

iii) Failure of the representative of the Engineer-in-charge to disapprove any work of materials shall not prejudice the power of the Engineer-in-charge thereafter to
disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

iv) If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

27. NOISE AND VIBRATION
i) The amount of noise and vibration made within the Site is to be kept to a minimum that is within the permissible limits to be stipulated by the Engineer-in-Charge. For the purpose of compliance with the requirements of this section, the Contractor shall allow in his tender for carrying out excessively noisy or vibratory operations only during working hours to be designated by the Engineer-in-Charge.

ii) Plants, tools and equipment with low noise and vibration emission shall be used for the Works wherever possible. Piling rigs, generators, compressors and other noise or vibration generating plant and machines used for structural works shall be muffled at all times by means of silencers, barrier screens and the like, or placed away from nearby buildings especially from the existing building.

iii) The Contractor shall bear full responsibility for and indemnify the AAI against any claim or action in connection with noise, vibration nuisance and the like arising from the execution of the Works.

28. AIR POLLUTION CONTROL
i) Mechanical plant and other construction equipment for structural works emit smoke, fumes or other obnoxious gases at levels exceeding the permissible limits to be stipulated by the Engineer-in-Charge will not be allowed on the Site.

ii) In the event of non-compliance with this requirement, the Engineer-in-Charge has absolute discretion as and when he deems it necessary to order the Contractor to repair or remove such plant and equipment from the Site or to take adequate measures and damping with water etc.

iii) The Contractor shall bear full responsibility for and indemnify the AAI against any claim or action in connection with dust, smoke nuisance and the like arising from the execution of the Works.

29. INCOME TAX, LABOUR CESS AND OTHER TAXES AS APPLICABLE
i) 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.

ii) A cess shall be levied @ 1% (or as notified) of the cost of construction excluding the cost of land and any compensation paid or payable to a worker or his kin under the workmen’s compensation act 1923.

30. LICENSE FEE FOR LAND ALLOTTED BY AAI
i) The contractor shall not be permitted to enter in (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for
purpose of or in connection with the contract, the contractor shall be issued a license subject to the following and such other terms and conditions as may be imposed by the licenser:

a) That he shall pay a nominal license fee for land allotted by AAI for installation of Plants, Labour Camp (if provided), Cement Go down, laboratory and site office. The existing rate of license fee of unpaved land as on 01/04/2017 is **Rs.1960.00** (Rupees One thousand nine hundred sixty) only per sqm per year shall apply and be escalated @7.50% every year on 1st of April shall be rounded off to the nearest Rs. 5/- (on the higher side).” A security deposit of Rs. 500/Sqm in the form of Cash/DD/BG is also to be obtained from the contractor for this purpose. This security deposit can be released only after ensuring that allotted land has been vacated and Engineer-in-charge to certify this fact in the final bill. Land used for stacking of material to the extent available is, however, provided at free of cost, with the approval of Project/Airport In-charge.

b) That such use or occupation shall not confer any right of tenancy of the land to the contractor.

c) That the contractors shall be liable to vacate the land on demand by the Engineer-in-Charge.

d) That the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish & clear the same before handing over the completed work unless agreed to the contrary.

ii) The contractor shall provide, if necessary or if required on the Site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

iii) Land for Labour Camps: No Labour camps will be permitted within the operational area and the contractor shall make the necessary arrangements, at his own cost with prior approval of the Engineer-in-Charge in setting the camps outside operational area in AAI land at prescribed charges or at private land.

**31. GENERAL ARRANGEMENT TO BE MADE BY THE CONTRACTOR AT SITE**

i) Photographs of every stages of work as desired by the E.I.C or his authorized representative during execution of work shall be provided by the contractor at his own cost. If the contractor fails to provide the required items, within 24 hours on demand by the E.I.C or his authorized representative, the same shall be arranged by AAI and 3 times the actual expenditure shall be recovered from the Bill of the contractor.
1. **PREAMBLE**

1.1 These technical specifications shall be read in conjunction with the various other documents forming the contract, namely Notice Inviting Tender & Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, nomenclature of items and other related documents, together with any addendum issued thereto.

1.2 Absence of terms such as providing, supplying, laying, installing, fixing etc. in the description of items does not even remotely suggest that the contractor is absolved of such providing, supplying etc. unless an explicit stipulation is made in this contract. The department shall bear no costs of materials, equipment’s duties, taxes, royalties etc.

1.3 In addition to the general obligation of the Contractor during defect liability period, the Contractor shall guarantee successful performance of waterproofing treatments for a period of five years from the date of completion of the work. The Engineer-In-Charge shall prescribe the form and the manner of executing such guarantees. The Contractor hereby confirms that there is nothing in the items/specifications (or a short-coming therein) as will prevent such successful performance. The work shall be executed through approved specialists experienced in the respective trades.

1.4 The classification of various items of work for purpose of measurements and payments shall be as per bills of quantities (BOQ). Except where distinguished by the BOQ, the rates apply to all heights, depths, sizes, shapes and locations unless otherwise explicitly specified. They also cater for all cuts and wastes.

1.5 The specifications may have been divided in different sections/sub-head for convenience only. They do not restrict any cross-reference. The Contractor shall take into account inter-relations between various parts of works/trades. No claim shall be entertained on basis of compartment interpretations.

1.6 Any Civil work required as part of electrical and other installation shall be executed by the Contractor as directed under this contract.

1.7 The Contractor shall be required to submit and take approval from the Engineer-In-Charge of shop drawings of the items of work specified in the specifications or as directed from time to time. No extra payment shall be made for the same. Shop drawings shall be in metric units and shall be prepared in a format approved by the engineer-in-charge. It is the responsibility of the contractor to prepare the shop drawing and co-ordinate with different departments of AAI for the composite nature of work for proper execution before start of work. The contractor shall also submit any other drawings of minor nature if required & directed by E-I-C like section of drain, panel drawing of PQC etc. for proper execution of work.

1.8 The Contractor shall prepare and submit as-built drawings by way of making modifications/changes carried out with respect to the construction drawings issued prior to the construction of respective elements.

1.9 No walls, terraces shall be cut for making any opening after waterproofing has been done without approval of the Engineer-In-Charge. Cutting of waterproofing when authorized by the Engineer-In-Charge in writing shall be done very carefully, so that no other portion of the waterproofing is damaged. On completion of the work at such
places, the waterproofing membrane shall be made good and ensured that the opening/cutting is made fully waterproof as per specifications and details of waterproofing approved by the Engineer-In-Charge at no extra cost. No structural member shall be cut or chased without the written permission of the Engineer-In-Charge.

1.10 All materials intended to be used at site shall be tested prior to its use in an approved manner. Tests shall be conducted as per frequency of CPWD specifications and in case of non-availability of such frequency of tests in CPWD specifications, decision of Engineer-In-Charge shall be final and binding. Cost of all such tests and any other tests felt necessary by the Engineer-In-Charge shall be deemed to be included in the price of respective materials quoted by the Contractor. Any defective materials brought to site shall be returned without any extra cost for the same.

1.11 Performance tests shall be carried out on all/any items of work as directed by the Engineer-In-Charge. Should any item fail to pass the tests, the Contractor shall be given opportunity to take corrective measures and have the same re-tested to the satisfaction of the Engineer-In-Charge, he may at his sole discretion order dismantling of the whole or part of the works done and order the Contractor to reconstruct the same. The cost of all these operations and materials shall be borne by the Contractor without any extra claim.

1.12 The Contractor may make a special note of the strictness of the concrete mix to be adopted in items of maximum water-cement ratio, minimum slump, control of total chloride and sulphate contents, use of admixtures etc.

1.13 Minimum cement contents are given purely from durability point of view. Larger contents shall have to be provided if demanded by mix design.

1.14 Provision of cement slurry to create bond between plain/reinforced concrete surface and subsequent applied finishes (floor, plaster, dado, skirting etc.) shall not be paid extra.

1.15 Mix design using smaller aggregate of 10mm down shall also be done in advance for the use in junction having congested reinforcement.

1.16 A full-fledged laboratory shall be established at site to start of construction and shall also stock all relevant codes as per the requirements of the special specifications. Nothing extra shall be payable on account of this.

1.17 Procedure of mixing the admixtures shall be strictly as per manufactures recommendations if not otherwise directed by the Engineer-In-Charge.

1.18 The batching plant for all concrete shall be used. Alternatively, the contractor should take approval for the design mix and the RMC plant from which concrete will be brought to site from the Engineer-in-charge before commencement of work. Concrete shall be transported in Transit mixers using concrete pump of adequate capacity including necessary standby.

1.19 PPC cement should be used for RMC concrete. It shall be ensured that the percentage of fly ash is printed on each bag of cement manufacturer. In case, it is not printed on each bag, a certificate from the manufacturer indicating the same shall be obtained before use of such cement in works. Contractor is allowed to use OPC(43/53 grade) cement in case of non-availability of PPC cement wherever applicable with prior approval of Engineer-In-Charge. However nothing shall be paid extra to the contractor on this account.
1.20 All the water tanks and other liquid retaining concrete structures shall undergo hydro-
testing as per special specifications.

1.21 Special benches shall be provided at site for stacking reinforcement bars of different
sizes as per the specifications.

1.22 Form work for RCC shall be designed in such a way that the form work of the adjacent
slabs can be removed without disturbing the props/supports of the beams.

1.23 Wherever there are tension/suspended concrete members, which are suspended from
upper level structure members, the shuttering/ scaffolding of such members at lower
level shall have to be kept in place till upper level supporting members gain minimum
required strength. Cost of such larger durations of keeping in place the
shuttering/scaffolding shall be deemed to be included in the price quoted for respective
structural members and nothing extra shall be payable on this account.

1.24 In the mobilization period, the Contractor shall carry out expeditiously and without
delaying the following works:
   i) Material testing and mix design of concrete works as contemplated in the
      specifications.
   ii) Setting up of full-fledged site laboratory as per the requirement of these
      specifications.
   iii) Any other pre-requisite items required for final execution.

2. SCOPE OF WORK

2.1 The work to be carried out under this contract shall consist of various items as per
description of works contained in the Bill of Quantities. Any discrepancy between the
details given in Bill of Quantities and that provided in Technical Specifications of the
corresponding items, the provisions of the Bill of Quantities shall take precedence.

2.2 The item rates quoted by the Contractor shall, unless otherwise specified also include
compliance with/supply of the following:
   i) General works such as setting out, clearance of site before setting out and clearance of
      works after completion.
   ii) A detailed program for the construction and completion of works (using CPM/PERT
      techniques) including updating of all such activities on the basis of decisions taken at
      the periodic site review meetings as directed by the Engineer-in-Charge.
   iii) Samples of various materials proposed to be used on the work for conducting tests
      thereon is required as per the provisions of the contract.
   iv) Design of mixes as per relevant clauses of the specifications given, proportions of
      Ingredients, source of aggregates and binder along with accompanying trial mixes to
      be submitted to the Engineer-in-Charge for his approval before use on the works.
   v) Setting of field-testing laboratory with all required apparatus and staffs for conducting
day-to-day quality control tests.
   vi) Any other item of work which is not specifically provided in the Bill of Quantities but
      which is necessary for complying with the provisions of the contract.
3. OBLIGATIONS OF THE CONTRACTOR

3.1 In order to ensure that the contract work is executed strictly in accordance with this agreement and in time, the Contractor shall have the following obligations at no extra cost to the Engineer-in-Charge in addition to such other obligations and responsibilities as have been specified elsewhere in this Contract.

i. Provision of adequate number of constructional Plant and machinery for mechanized system of construction, handling and transportation.

ii. Fulfil all the Contractor's labour regulations i.e. fair wages, display of notices regarding wages, payment of wages, labour records, attendance cards-cum-wage slips, labour welfare etc. as per standard practices and norms applicable at site.

iii. All fossils, gold, silver, oil and other minerals, precious stones, coins, articles of value, of antiquity and structures and other remains/things of geological or archaeological interest discovered on the site of the works are the property of AAI and shall be notified by the Contractor immediately to the Engineer-in-Charge for onward information to the concerned authorities.

iv. The Contractor shall take all reasonable precaution to prevent his workmen or any other person from removing or damaging any such article(s) or thing(s) and protect the same till the removal as per the instructions of the Engineer-in-Charges.

v. Clearance of the site of all rubbish, debris, vats, tanks, materials, temporary structures, plant and machinery, scaffoldings and filling of all pits, excavation and hand over the site in a tidy and cleaned condition.

vi. Opening up of covered work, if instructed by the Engineer, if such covering was done before inspection by the Engineer or without permission/approval from the Engineer-in-Charge.

vii. The operational road adjacent to work site is to be cleaned by the agency on daily basis.

viii. Signage for

   a) Work in progress

   b) Details of work

   c) Any other details as directed by Engineer-in-charge should be displayed at site in appropriate location and as directed by Engineer-in-charge.

4. GENERAL

4.1 The works will be executed as indicated in the nomenclature of each item and technical specifications as given hereunder as made applicable to this contract.

4.2 In the absence of any definite provision in the technical specifications contained herein, reference may be made to the latest CPWD, MOST, IRC, ICAO specifications and IS codes, in that order. Wherever these are silent, the construction and completion of the works shall conform to sound engineering practice and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.

4.3 In addition to abbreviations CPWD, IRC, MOST, IS, BS, ICAO, ASTM, AASHTO shall be considered to have the following meaning:
4.4 All the codes of practice, standards and specifications applicable shall be the latest editions with up to date correction slips etc. or as directed by the Engineer-in-charge.

5. TESTING

It is made clear that cost of testing, cost of material for testing, all field apparatus required for sampling and testing as per CPWD/IS codes and manpower incident to such testing will be provided along with necessary transport arrangement to and fro to the approved testing agency or laboratory by the Contractor during the construction phase to the work and defect liability period. The expenditure in this regard shall be borne by the Contractor and nothing extra shall be payable by AAI on this account. Field laboratory with all the required apparatus and staffs shall be established by the Contractor at site of work at his cost for carrying out field tests at stipulated frequencies. Any incidental additional requirements for execution of this item to the satisfaction of Engineer-in-charge shall also be treated included in the item and nothing extra will be paid for such extra work.

6. SAMPLING AND TESTING

6.1 The Contractor or his accredited representative shall be present during sampling/testing and signify his concurrence for sampling/testing carried out by signing the test records. The Contractor shall be liable of all actions consequent to the test and their results as it he himself attended to the tests. The Contractor is duly advised to be present himself for sampling and testing or in the alternative, have fully qualified duly authorized Engineer for this purpose.

7. GENERAL LIST OF CODES, STANDARDS AND SPECIFICATIONS ADOPTED IN THE TENDER DOCUMENTS.

7.1 The following IRC standards and IS, ASTM, British Standards, Codes and CPWD specifications have generally been adopted in the tender documents. This list however does not limit the use of any other relevant code of standards by the Engineer-in-charge solely at his discretion either referred to in the tender documents or not, to achieve the desired quality of work. All the codes practice, standards and specifications applicable shall be the latest edition with all correction slips, etc. or as directed by the Engineer-in-charge.
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</tr>
<tr>
<td>--------------------</td>
<td>-------</td>
</tr>
<tr>
<td>(Part-XVI)-1987</td>
<td>Laboratory determination of CBR</td>
</tr>
<tr>
<td>(Part-XXVII)-1977</td>
<td>Determination of total soluble sulphate</td>
</tr>
<tr>
<td>(Part-XXVIII)-1974</td>
<td>Determination of dry density of soils in place by the sand replacement methods</td>
</tr>
<tr>
<td>(Part-XXIX)-1975</td>
<td>Determination of dry density of soils in place by the core cutter methods</td>
</tr>
<tr>
<td>IS:6241-1971</td>
<td>Method of test for determination of stripping value of road aggregate</td>
</tr>
<tr>
<td>IS:8112-1989</td>
<td>43 grade ordinary Portland cement</td>
</tr>
<tr>
<td>IS:12118-1987 (Part I &amp; II)</td>
<td>Two parts polysulphide based sealants</td>
</tr>
</tbody>
</table>

**ASTM/BS STANDARDS/ SPECIFICATIONS**

<table>
<thead>
<tr>
<th>ASTM</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM:D-2172-1975</td>
<td>Extraction quantitative, of Bitumen from bituminous paving mixtures</td>
</tr>
<tr>
<td>ASTM: E-11-39</td>
<td>Sieves for testing purpose “Wire Cloth sieve round hole and square” hole plate screen or sieves.</td>
</tr>
<tr>
<td>BS:410-1969</td>
<td>Test Sieves</td>
</tr>
<tr>
<td>MOST Specification</td>
<td>“Specifications for Road and Bridge works” fourth revision reprinted in September 2007. Issued by Ministry of Surface Transport (Roads Wing) and published by Indian Roads Congress.</td>
</tr>
<tr>
<td>ICAO’s Annexue-14</td>
<td>Annexure 14 to the convention on International Civil Aviation.</td>
</tr>
</tbody>
</table>

8. **UPV Method of test for RCC**

Ultrasonic pulse velocity (UPV) test shall be conducted in the works, as a routine test. The UPV tests would be in addition to other mandatory test prescribed for testing and acceptance of concrete.

Concrete quality grading will be assessed as per results given in table below.
Table: Velocity criteria for concrete quality grading

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Pulse Velocity by Cross Probing (km/sec)</th>
<th>Concrete quality grading</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Above 4.5</td>
<td>Excellent</td>
</tr>
<tr>
<td>2</td>
<td>4.5 to 3.5</td>
<td>Good</td>
</tr>
<tr>
<td>3</td>
<td>3.5 to 3</td>
<td>Medium</td>
</tr>
<tr>
<td>4</td>
<td>Below 3</td>
<td>Doubtful</td>
</tr>
</tbody>
</table>

The acceptance criteria as per the above table will be applicable as per IS-13311 (Part-I) 1992. ‘Excellent’ and ‘Good’ grading denotes satisfactory and acceptable concrete. Grading of concrete below good indicate ‘Unsatisfactory’ concrete and such concrete would require other confirmatory test. Cost of conducting these tests will be borne by the contractor. 5% of the total no. of RCC members in each category i.e. beam, column, slab and footing may be tested by UPV test method for establishing quality of concrete. Test be conducted on RCC beam near joint with column, on RCC column near joint with beam, on RCC footing and raft. On RCC raft a suitable grid can be worked out for determining number of tests. In addition doubtful areas such as honey combed locations, locations where continuous seepage is observed, construction joints and visible loose pockets will also be tested.

Wherever concrete is found with less than required quality as per acceptance criteria, repairs to concrete will be made. Honeycombed areas and loose pockets will be repaired by grouting using Portland cement mortar/ epoxy mortar etc. after chipping loose concrete in appropriate manner. In areas where concrete is found below acceptance criteria and defects are not apparently visible on surface injecting approved grout in appropriate proportion using epoxy grout/ acrylic polymer modified cement slurry made with shrinkage, compensating cement/ plain cement slurry etc. will be resorted to for repairs. Repairs to concrete will be done till satisfactory results obtained as per the acceptance criteria by retesting the repaired area. If satisfactory results are not obtained dismantling and relaying of concrete will be done.

The work shall be executed and measured as per metric dimensions given in the schedule of quantities, Drawings etc. (FPS Units wherever indicated if any are for guidance only). Any drawing, pattern, layout, colour / shade, shape, orientation etc. required in connection with execution of the work shall be prepared and submitted by the contractor at his own cost for approval of the Engineer-In-Charge. Any such drawing etc. if required shall be prepared / vetted by the concerned expert like architect/consultant before submitting for acceptance. In case the contractor failed or delayed in submission of such drawing within the period specified by the Engineer-In-Charge, the same shall be prepared by AAI through other agency as decided by the Engineer-In-Charge and the cost of the same shall be recovered from the contractor’s due.

9. CONDITION FOR STEEL

The contractor shall procure Thermo Mechanically Treated (TMT) steel reinforcement bars Fe-500 conforming to relevant BIS codes from main/primary producers i.e. TISCO, SAIL, RINL as approved by the Ministry of Steel. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-Charge as per provisions in this regard in relevant BIS codes. In case the test
results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the Contractor at his cost within a week time from date of written orders from the Engineer-in-Charge.

i) The steel reinforcement shall be brought to the site in bulk supply as per the requirement or programme submitted by the firm and approved by Engineer-in-Charge.

ii) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate physical verification.

iii) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each diameter( size) of the bar at random at frequency not less than that specified below:-

<table>
<thead>
<tr>
<th>Size of bar</th>
<th>For consignment below 100 tonnes</th>
<th>For consignment over 100 tonnes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 10mm dia</td>
<td>One sample for each 25 tonnes or part thereof.</td>
<td>One sample for each 40 tonnes or part thereof.</td>
</tr>
<tr>
<td>10mm to 16mm dia</td>
<td>One sample for each 35 tonnes or part thereof.</td>
<td>One sample for each 45 tonnes or part thereof.</td>
</tr>
<tr>
<td>Over 16mm dia</td>
<td>One sample for each 45 tonnes or part thereof.</td>
<td>One sample for each 50 tonnes or part thereof.</td>
</tr>
</tbody>
</table>

iv) The agency shall supply the sample of steel required for testing free of charge. The cost of tests including all incidental charges shall be borne by the agency.

v) The actual consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein,

vi) Steel brought to site and remaining unused after completion of work shall not be removed from site without written permission of Engineer-in-Charge.
ANNEXURE-I

ACCEPTANCE LETTER
(TO BE SUBMITTED IN COVER NO. II)
(Refer Clause 25 of Notice Inviting Tender)

To
The Asstt. Gen. Manager Engg. (C)
Airports Authority of India,
NSCBI Airport
Kolkata- 700052

Sir,

ACCEPTANCE OF AAI’S TENDER CONDITIONS

1. The tender documents for the work “Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata” 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 AAI e-tendering portal/the office of Asstt. Gen. Manager Engg. (C), Airports Authority of India, NSCBI Airport, Kolkata- 700052 which shall form part of the contract agreement and I/We shall abide by the conditions/ clauses contained therein.

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

3. The contents of clause 25 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)/condition(s) in/along with the Tender Document on quoted rate. In case, this provisions of the tender if found violated after opening “Cover No.II”, 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 Tender fee / Earnest money for this work has been send by post in the form of Demand Draft/BG to the AGM (Engg-Civil), Airports Authority of India, Operational Building, Ground Floor, NSCBI Airport, Kolkata - 700052 and shall reach to Bid Manager before the date & time mentioned in CRITICAL DATA SHEET.

Yours Faithfully

Date:

(Signature of the tenderer)
WITH RUBBER STAMP

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ANNEXURE-II

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT & AMOUNT WITHELD AGAINST COMPENSATION FOR DELAY IN INDIVIDUAL CONTRACT
(On Non-Judicial Stamp Paper)

[Refer clause No. 1A & 2(B) of GCC]

To
The Airports Authority of 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 between and AAI in connection with the work of (hereinafter called the said contract), to accept Deed of Guarantee as herein provided’ for Rs. (Rupees ______________ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor’s bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the bank (hereinafter referred to as “the said Bank” and having our registered office at do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. (Rupees ______________ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.

2. We, the ___________________ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., ____________ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contactor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

7. Address of Regional/Controlling branch of the issuing branch of bank Guarantee is

In presence of: Dated this _____ Day of

WITNESS:

1.

2.

For and on behalf of (The Bank)

Signature _______________________

Name & Designation _______________________

Authorisation No.

Name & Place _______________________

Bank’s Seal _______________________

The above Guarantee is a`pted by Airports Authority of India.

For and on behalf of Airports Authority of India.
Signature _____________________________

Name________________________________

Designation___________________________

Dated_______________________________

Note:

*For Proprietary Concerns

Shri__________________son of’ resident of ________________________________________ carrying on business under the name and style of_________________at________ (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

1. Shri __________________son of __________________resident of __________

2. Shri________________________son of ________________resident of ____________carrying on business in co-partnership under the name and style of ____________at ___________ (hereinafter collectively called “the said contractor” which expression shall unless the context requires otherwise include each of them and their respective heirs, executors administrators and legal representatives).

For Companies

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

To,
The Asstt. Gen. Manager (E-C),
AAI, NSCBI Airport, Kolkata.

Subject:- Request for E- Payment.

Sir,

The following particulars are given below for effecting E- Payment in respect of our Claim/Bill.

1. Name of the Company :-
2. Address :-
3. Bank A/C No. :-
4. Bank Name :-
5. Branch Address :-
6. Branch Code :-
7. IFSC Code of the Bank :-
8. Permanent A/C No. :-

We also enclosed herewith a cheque duly cancelled of our above bank A/C.

Thanking You,

Yours faithfully

(Authorized signatory)
ANNEXURE-IV

AFFIDAVIT

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

I am competent to swear this affidavit on behalf of ………………… (Name of agency). I
state that, I am fully observing the Minimum Wages Act 1948 and Contract Labour
(Regulation a & Abolition) Act 1970 & Contract Labour (Regulation & Abolition) Central
rules 1971 and minimum wages Act & rules thereof Central & State Government w.r.t
payment of Minimum Wages and timely deposit to the P.F. account of the labourers.”

Dated this, the ………………… day of ………………… month ………………… Year.

DEPONENT

Place:

Date:

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

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor ………. (Name of Contractor) (hereinafter called “the Contractor”) has submitted his tender dated ………………. (date) for the ……………………… (hereinafter called “the tender”).

KNOW ALL PEOPLE by these presents that we ………………….. (name of bank) having our registered office at ………………… (hereinafter called “the bank”) are bound unto …………………………… (name and division of Executive Engineer) (hereinafter called “the Engineer-In-Charge”) in sum of Rs. ……………………….. (Rs. In Words ………………………………………………………..) for which payment well and truly to be made to the said Engineer-In-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the common Seal of the said Bank this ………….. day of ………………. 20 ………

THE CONDITIONS of this obligation are:

1. If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
2. If the contractor having been notified of the acceptance of his tender by the Engineer-In-Charge:
   i) Fails or refuses to execute the Form of Agreement in accordance with the instructions to contractor, if required: OR
   ii) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to contractor, OR
   iii) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR
   iv) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee against Security Deposit after award of contract.

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

This Guarantee will remain in force up to and including the date …………. after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-In-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date …………. SIGNATURE OF THE BANK
SEAL
WITNESS ………………..
(SIGNATURE, NAME AND ADDRESS)

Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender
I / we, the undersigned do hereby declare that

a)  I / we am / are registered under GST and compliant of GST provision.

b)  In case of non compliance of GST provisions and blockage of any input credit availed by me / us shall be the responsibility of me / us to indemnify AAI.

c)  All input credit have been duly passed on to AAI by me / us.

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of AAI.

Signature of Tenderer: ________________________________
Name : _____________________________________________
Date : ______________________________________________
Seal  : _____________________________________________
E-mail address: ________________________________
**DAILY RECORD**

1. Weather
2. Labour engaged by Contractor

<table>
<thead>
<tr>
<th>Skilled</th>
<th>Unskilled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>No</td>
</tr>
<tr>
<td>Concreter</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Important materials brought on site with approximate quantities (rejection, if any, to be stated).

<table>
<thead>
<tr>
<th>Schedule ‘B’ materials</th>
<th>Contractor’s materials</th>
<th>Rejections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>Quantity</td>
<td>Materials</td>
</tr>
</tbody>
</table>

4. Details of plant, equipment and transport working on site.

<table>
<thead>
<tr>
<th>T &amp; P</th>
<th>T&amp;P Hired under Schedule ‘C’</th>
<th>Contractor’s T&amp;P equipment &amp; transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>T &amp; P</td>
<td>Quantity</td>
<td>Remarks regarding breakdown maintenance etc.</td>
</tr>
<tr>
<td>Road Roller</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Mixer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vibrator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tipper/Dumper</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Brief particulars of work in progress

6. Important stages completed and passed

7. Remarks of Visiting Officer

Dated signature of Engineer-in-charge or authorized representative

Date of signature of contractor or his authorized agent
### Item Rate BoQ

Tender Inviting Authority: AGM (Engg-Civil), Airports Authority of India, NSCBI Airport, Kolkata - 700052

Name of Work: Construction of Underground sump, borewell and plumbing works for module cleaning of 15 MW ground mounted solar panel at NSCBI Airport, Kolkata

Contract No: AAI/KOL/ENG(C)/MCS2/2017_AAI_4297

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Item Code / Make</th>
<th>Quantity</th>
<th>Units</th>
<th>BASIC RATE In Figures To be entered by the Bidder (Inclusive of GST and all Taxes and Levies) Rs. P</th>
<th>TOTAL AMOUNT</th>
<th>TOTAL AMOUNT In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Boring/drilling bore well of required dia for casing/strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/bore log, including hire &amp; running charges of all equipments, tools, plants &amp; machineries required for the job, all complete as per direction of Engineer in-charge,upto 90 metre depth below ground level. All types of soil,300 mm dia</td>
<td>item1</td>
<td>180.000</td>
<td>mtr</td>
<td>0.00</td>
<td>INR Zero Only</td>
<td></td>
</tr>
</tbody>
</table>
2 | Boring/drilling bore well of required dia for casing/strainer pipe, by suitable method prescribed in IS:2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer-in-charge, beyond 90 metre & upto 150 metre depth below ground level. All types of soil, 300 mm dia |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>120.000</td>
<td>mtr</td>
<td></td>
<td>0.00 INR Zero Only</td>
</tr>
</tbody>
</table>

3 | Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS:12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>140.000</td>
<td>mtr</td>
<td></td>
<td>0.00 INR Zero Only</td>
</tr>
</tbody>
</table>

4 | Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS:12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 200 mm nominal size dia |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>80.000</td>
<td>mtr</td>
<td></td>
<td>0.00 INR Zero Only</td>
</tr>
</tbody>
</table>

5 | Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS:12818, including hire & labour charges, fittings & accessories etc.all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>60.000</td>
<td>mtr</td>
<td></td>
<td>0.00 INR Zero Only</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>6</td>
<td>Gravel packing in tubewell construction in accordance with IS: 4097, including providing gravel fine/medium/coarse, in required grading &amp; sizes as per actual requirement, all complete as per direction of Engineering-charge.</td>
<td>15,000</td>
<td>Cum</td>
</tr>
<tr>
<td>7</td>
<td>Development of tube well in accordance with IS: 2800 (part I) and IS:11189, to establish maximum rate of usable water yield without sand content (beyond permissible limit), with required capacity air compressor, running the compressor for required time till well is fully developed, measuring yield of well by “V” notch method or any other approved method, measuring static level &amp; draw down etc. by step draw down method, collecting water samples &amp; getting tested in approved laboratory, i/c disinfection of tubewell, all complete, including hire &amp; labour charges of air compressor, tools &amp; accessories etc., all as per requirement and direction of Engineer-in-charge.</td>
<td>20,000</td>
<td>Hrs</td>
</tr>
<tr>
<td>8</td>
<td>Providing and fixing suitable size threaded mild steel cap or spot welded plate to the top of bore well housing/casing pipe, removable as per requirement, all complete for borewell of: 200 mm dia</td>
<td>2,000</td>
<td>Each</td>
</tr>
<tr>
<td>9</td>
<td>Providing and fixing M.S. clamp of required dia to the top of casing/housing pipe of tubewell as per IS: 2800 (part I), including necessary bolts &amp; nuts f required size complete. 150 mm clamp</td>
<td>2,000</td>
<td>Each</td>
</tr>
<tr>
<td>10</td>
<td>Providing and fixing Bail plug/ Bottom plug of required dia to the bottom of pipe assembly of tubewell as per IS:2800 (part I).150 mm dia</td>
<td>2,000</td>
<td>Each</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>11</td>
<td>Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.</td>
<td>1840.000</td>
<td>Cum</td>
</tr>
<tr>
<td>12</td>
<td>Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)</td>
<td>845.000</td>
<td>Cum</td>
</tr>
<tr>
<td>13</td>
<td>Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size) in pavements, laid to required slope and camber in panels as required including consolidation finishing and tamping complete.</td>
<td>246.000</td>
<td>Cum</td>
</tr>
<tr>
<td>14</td>
<td>Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)</td>
<td>35.000</td>
<td>Cum</td>
</tr>
<tr>
<td>15</td>
<td>Centering and shuttering including strutting, propping etc. and removal of form for : Walls (any thickness) including attached pilasters, butteresses, plinth and string courses etc.</td>
<td>175.000</td>
<td>sqm</td>
</tr>
<tr>
<td>16</td>
<td>Centering and shuttering including strutting, propping etc. and removal of form for : Suspended floors, roofs, landings, balconies and access platform</td>
<td>60.000</td>
<td>sqm</td>
</tr>
<tr>
<td>17</td>
<td>Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars</td>
<td>4200.000</td>
<td>kg</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
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<tr>
<td>18</td>
<td>Supplying and fixing C.I. cover without frame for manholes: 455 x 610 mm rectangular C.I. cover (light duty) the weight of the cover to be not less than 23 kg</td>
<td>2.000</td>
<td>each</td>
</tr>
<tr>
<td>19</td>
<td>Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.</td>
<td>200.000</td>
<td>kg</td>
</tr>
<tr>
<td>20</td>
<td>Providing and fixing gun metal non-return valve of approved quality (screwed end) as per E-I-C: 80 mm dia Horizontal</td>
<td>4.000</td>
<td>Each</td>
</tr>
<tr>
<td>21</td>
<td>Providing and fixing gun metal gate valve with C.I. wheel of approved quality as per E-I-C (screwed end): 80 mm dia</td>
<td>2.000</td>
<td>Each</td>
</tr>
<tr>
<td>22</td>
<td>Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. 80 mm dia nominal bore</td>
<td>50.000</td>
<td>meter</td>
</tr>
<tr>
<td>23</td>
<td>Providing and fixing Air release valve of approved quality complete as per E-I-C: 25 mm dia</td>
<td>2.000</td>
<td>Each</td>
</tr>
<tr>
<td>24</td>
<td>Providing and fixing 63 mm 8kg/sqcm HDPE PE80 pipes as per IS 4984 having thermal stability for hot &amp; cold water supply including all HDPE plain &amp; brass threaded fittings complete as per direction of Engineer in Charge. 63.00 mm nominal dia Pipes</td>
<td>7000.000</td>
<td>mtr</td>
</tr>
<tr>
<td>25</td>
<td>Providing and fixing pressure release valve (brass) and inlet pressure maximum 25 bar and outlet pressure 1.00-6.00 bar) of approved quality complete as per E-I-C: 80 mm dia</td>
<td>2.000</td>
<td>Each</td>
</tr>
<tr>
<td>26</td>
<td>Providing and fixing pressure guage of approved quality complete as per E-I-C: 100 mm dia</td>
<td>4.000</td>
<td>Each</td>
</tr>
<tr>
<td>27</td>
<td>Providing and fixing PVC Hose pipe of approved quality complete as per E-I-C: 20 mm dia</td>
<td>750.000</td>
<td>meter</td>
</tr>
<tr>
<td>28</td>
<td>Providing and fixing PP saddle of approved quality complete as per E-I-C: 63 mm dia</td>
<td>360.000</td>
<td>Each</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>29</td>
<td>Providing and fixing PVC Nozzle of 5kg/sqcm or 50m Head of approved quality complete as per E-I-C: 20 mm dia</td>
<td>360.000</td>
<td>each</td>
</tr>
<tr>
<td>30</td>
<td>Providing and fixing Quick release coupling valve of approved quality complete as per E-I-C: 20 mm dia</td>
<td>360.000</td>
<td>Each</td>
</tr>
<tr>
<td>31</td>
<td>Providing and fixing G.I nipple of 20mm dia medium grade 300 mm length of approved quality complete as per E-I-C.</td>
<td>360.000</td>
<td>Each</td>
</tr>
<tr>
<td>32</td>
<td>Providing Quick release coupling key for opening of QRC valve of approved quality complete as per E-I-C: 20 mm dia</td>
<td>30.000</td>
<td>Each</td>
</tr>
<tr>
<td>33</td>
<td>Providing and laying 60 mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design &amp; shape, laid in required colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.</td>
<td>6400.000</td>
<td>sqm</td>
</tr>
<tr>
<td>34</td>
<td>SUBMERSIBLE PUMP FOR BOREWELL Providing and lowering submersible pumpset suitable for 300mm dia existing borewell &amp; 150mm dia casing of bore having Bronze Impeller, stainless steel shaft, along with a directly coupled submersible type squirrel cage electric induction motor of not less than 3 HP (Model -KSB make of model CORA12C/10 or equivalent) suitable for operation on 415+10% V 50 Hz,3 phase A.C. supply, water lubricated bearings and including supply, installation, testing and commissioning of the pump with minimum 3 mtr of water proof PVC insulated three core flat submersible flexible copper cable of 3Cx4 sqmm complete with DOL starter &amp; accessories in all respects as required. Discharge - not less than 180 LPM Head - not less than 35 Mtr</td>
<td>2.000</td>
<td>No.</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>QTY</td>
<td>Unit</td>
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<tr>
<td>35</td>
<td>Supplying, installing, testing and commissioning of inline centrifugal multistage pump with mechanical seal, SS casing &amp; SS impeller, shaft connected to a TEFC induction motor of suitable rating, 415 volts, three phase, 50 Hz A.C. supply, complete with starter &amp; all accessories needed for installing and suitable foundation to minimise noise &amp; vibration etc. (Model-Kirloskar make of model KCIL3-19 or equivalent) complete as required. Min. Capacity - not less than 3.5 cum per hr. Head - not less than 70 mtr</td>
<td>4.000</td>
<td>No.</td>
</tr>
<tr>
<td>36</td>
<td>SUMERSIBLE FLAT CABLE Providing &amp; lowering of PVC insulated and PVC sheathed submersible flat copper conductor cable of 1100 volts grade conforming to IS:694:1990 and ISI marked of following size complete with connections complete as required. a. 3C X 4 sqmm</td>
<td>50.000</td>
<td>Meter</td>
</tr>
<tr>
<td>37</td>
<td>Supply of PVC insulated and PVC sheathed submersible flat copper conductor cable of 1100 volts grade conforming to IS:694:1990 and ISI marked of following size a. 3C X 4 sqmm</td>
<td>300.000</td>
<td>Meter</td>
</tr>
<tr>
<td>38</td>
<td>Supply of following size of 1.1 KV grade, Armoured XLPE insulated PVC sheathed Aluminium conductor cable confirming to IS: 7098 part -II amended up to date. A. 3C x 16 sqmm Aluminium Cable</td>
<td>120.000</td>
<td>Meter</td>
</tr>
<tr>
<td>39</td>
<td>Laying of one number PVC insulated and PVC sheathed/ XLPE power cable of 1.1 KV grade not exceeding 35 Sq. mm, direct in ground including excavation, sand, cushioning, protective covering and refilling the trench etc. as required.</td>
<td>220.000</td>
<td>Meter</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>40</td>
<td>Laying &amp; fixing of one No XLPE insulated &amp; PVC sheathed Aluminium /Copper Armoured Cable of 1.1 KV grade of following sizes on surface/ cable tray etc. as required. A. Not exceeding 35 sqmm</td>
<td>160.000</td>
<td>Meter</td>
</tr>
<tr>
<td>41</td>
<td>Laying &amp; fixing of one number PVC insulated and PVC sheathed / XLPE power Cable of 1.1 KV grade of following sizes in existing RCC/ HUME/ METAL pipe as required. A. Upto 35 sq. Mm</td>
<td>40.000</td>
<td>Meter</td>
</tr>
<tr>
<td>42</td>
<td>Supplying and making end termination with heavy duty type brass single compression gland and aluminium lugs for following size of XLPE insulated aluminium conductor cable of 1.1 kV grade as required. A. 3 x 16 sqmm</td>
<td>8.000</td>
<td>No.</td>
</tr>
</tbody>
</table>

**Total in Figures**

0.00 INR Zero Only

**Quoted Rate in Words**

INR Zero Only