



**AIRPORTS AUTHORITY OF INDIA  
ENGINEERING WING  
NSCBI AIRPORT, KOLKATA 700 052**

**TENDER DOCUMENT**

**NAME OF WORK:**

**Job contract for Housekeeping and maintenance of AAI Guest House, New Quarters Residential Complex, NSCBI Airport, Kolkata-52, for the year 2021-22 and 2022-23.**

**Estimated Cost:**

**Rs. 4371663.00**

**Time Allowed:**

**24 (Twenty Four) Months**

**Date & Time of Submission:**

**at 18:00 hrs on 09-06-2021**

**Signature of Issuing Officer**



## DETAILS OF WORK

Name of Work	Estimated Cost (Rs.)	Time Allowed	EMD (in Rupees)	Cost of Tender fee (i/c GST) (in Rupees)
<b>Job contract for Housekeeping and maintenance of AAI Guest House, New Quarters Residential Complex, NSCBI Airport, Kolkata-52, for the year 2021-22 and 2022-23.</b>	<b>4371663.00</b>	24 (Twenty Four) Months	<b>NIL</b>	1180.00 (Non-refundable)

### CRITICAL DATES

Sl. No	Activity	Date & Time
1	Publishing Date	27-05-2021
2	Bid Document Download/Sale Start Date & Time	28-05-2021 at 09.30 hrs.
3	Clarification Start Date & Time	28-05-2021 at 09.30 hrs.
4	Clarification End Date & Time	02-06-2021 Up to 18:00 hrs.
5	Bid submission Start Date & Time	28-05-2021 at 09.30 hrs.
6	Bid Submission End Date & Time	09-06-2021 up to 18:00 hrs.
7	Bid Opening Date (Envelope-I)	11-06-2021 at 11:00 hrs.
8	Bid Opening Date (Envelope-II)	17-06-2021 at 11:00 hrs.
9	Tender Processing Fee (Non-refundable, To be paid online in CPP Portal)	<b>Rs. 1180/- (i/c GST)</b>
10	Earnest Money Deposit (EMD)	<b>NIL</b>

# Item Rate Tender & Contract

## INDEX

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This Notice Inviting e-Tender Document Contains Pages serially numbered including index & cover page.

**Sd/-**  
**AGM (E-C) - I**

**AIRPORTS AUTHORITY OF INDIA****NOTICE INVITING e-TENDER**

Ref:- AAI/KOL/ENGG.(C)/NIT-01/2021-22/

Date : 27-05-2021

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

1. Item rate e-tenders are invited through the e-tendering CPP portal by **Asst. General Manager (Engg.-Civil), AAI, RHQ(ER), NSCBI Airport, Kolkata, Ph. No: 9957230089 (Bid Manager)** on behalf of Chairman, A.A.I from the eligible contractors for the work of "**Job contract for Housekeeping and maintenance of AAI Guest House, New Quarters Residential Complex, NSCBI Airport, Kolkata-52, for the year 2021-22 and 2022-23**" at an estimated cost of **Rs 43,71,663.00 (excluding GST)** with period of completion **24 (Twenty Four) months**

The tendering process is online at CPP-portal URL address <https://etenders.gov.in/eprocure/app> or [www.aai.aero](http://www.aai.aero). Prospective Tenderers may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal <https://etenders.gov.in/eprocure/app> or [www.aai.aero](http://www.aai.aero). They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support).

- (ii) 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

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

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

- (ii) 08.00 hrs to 20.00 hrs (Mon-Sat)-  
011-24632950, Ext-3512 (Six Lines), E-Mail: [-eproc@aaiaero](mailto:-eproc@aaiaero)
- (iii) 09.30 hrs to 18.00 hrs (Mon-Fri)- 011-24632950 Ext-3523, E-Mail:-  
[etendersupport@aaiaero](mailto:etendersupport@aaiaero), [sanjeevkumar@aaiaero](mailto:sanjeevkumar@aaiaero) and [snita@aaiaero](mailto:snita@aaiaero).
- (iv) 09.30 hrs to 18.00 hrs (Mon-Fri)-011-24657900, E-Mail: - [gmitchq@aaiaero](mailto:gmitchq@aaiaero)



Tender processing fee of **Rs. 1,180/- (i/c GST) Non-refundable** will be required to be paid online in the CPP Portal.

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

**CRITICAL DATA SHEET**

Publishing Date	27-05-2021
Bid Document Download / Sale Start Date	28-05-2021 at 09.30 hrs.
Clarification Start Date	28-05-2021 at 09.30 hrs.
Clarification End Date	02-06-2021 Up to 18:00 hrs.
Bid Submission Start Date	28-05-2021 at 09.30 hrs.
Bid Submission End Date	09-06-2021 up to 18:00 hrs.
Bid Opening Date (Envelope- I)	11-06-2021 at 11:00 hrs.
Bid Opening Date (Envelope- II)	17-06-2021 at 11:00 hrs.
Tender Processing Fee (Non-refundable, To be paid online in CPP Portal)	<b>Rs. 1180/- (i/c GST)</b>
Earnest Money Deposit (EMD)	<b>NIL</b>

**Envelope-I (Tender processing Fee, Undertaking of EMD, Technical Bid and Pre-qualification):-** Bid containing following:

**A. Tender processing fee, EMD:**

- i. Scanned copy of Tender fees online transaction receipt.

**B. Technical Bid** containing the following:-

- i) Scanned copy of undertaking of EMD on Company's Letter Head as per Annexure-V.  
 ii) Scanned copy of Unconditional acceptance of AAI's Tender Conditions (Proforma given on Page No.-69).  
 iii) Scanned copy of Permanent Account Number (PAN) and GST Registration Number.  
 iv) Scanned copy of 'Undertaking regarding Blacklisting/ Debarment on company's Letter Head (As per Annexure-IV).  
 v) Companies other than propriety firm shall submit, scanned copy of Authorization letter/Power of Attorney along with copy of certificate of Incorporation of the Company under Companies act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assigned power of attorney.



Propriety firm shall submit scanned copy of Authorization Letter / Power of Attorney only if the tender is processed by a person other than proprietor.

- vi) PQ Performa duly filled.

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

- i) Should have satisfactorily completed (# Phase/Part completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**) three works, each of **Rs. 874333/- or more** (Excluding GST) or two works, each of **Rs. 1092916/- or more** (Excluding GST) or one work of **Rs. 1748665/- or more** (Excluding GST) in single contract of similar nature of work means (**Housekeeping work of reputed Institution, Hostel Building, Admin Block, any Government, PSU offices or Cleaning and Sweeping of Non-Residential Building, MNCs Building, Airport**) of during last seven years ending last date of Submission of bids.

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

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. **Tenderers showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificates along with a certificate issued by register Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.**

- ii) Should have annualized average financial turnover of **Rs. 655749/- or more (excluding GST)** against works executed during last three years ending 31st March 2020. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the tenderers should be submitted along with the application. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- iii) The tenderer should have a minimum net worth of **Rs. 327875/- (excluding GST)**, issued by certified Chartered Accounts.

Scanned copy of all the Documents of Envelope-I mentioned above shall be submitted on the CPP portal. Tender processing fee is required to be paid online only. The tenderer, whose Tender processing fee and Undertaking for EMD are not received, then their tenders will be liable to be rejected.

**Envelope-II (Financial Bid): - The Financial e-Bid through CPP portal.**

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the



tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the blue 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 tenderers should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the tenderers, the bid will be rejected.

### 3. **Bid Submission: -**

The tenderer shall submit their application only at CPP portal <https://etenders.gov.in/eprocure/app>. Tenderers /Contractors are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as para 2. Bid Documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstances will father and his son(s) or other close relation who have business relationship with one another (i.e. when one or more partners(s) / directors(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection
5. Tenderers who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender from including downloaded price bid template in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.
6. **Bids Opening Process is as below: -**

#### **Envelope-I(Tender processing fee, Undertaking of EMD, Technical bid and pre-qualification):**

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

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

If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelop-I, he will be asked to provide it through CPP portal or email if required. The Tenderer shall upload the requisite clarification/



document within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

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

**Envelope-II (Financial Bid):**

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

7. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
8. AAI reserve the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/ black listing y any department by any department of AAI. **AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then AAI shall take the following action:**
  - a. ~~Forfeit the entire amount of EMD submitted by the tenderer.~~
  - b. **The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action.**
9. Consortium /JV companies shall not be permitted.

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

Asstt. Gen. Manager (E-C) – I  
Airports Authority of India,



**PQQ PROFORMA / CHECK LIST**

(To be submitted by applicant alongwith Tender Application)

**Name of work: “Job contract for Housekeeping and maintenance of AAI Guest House, New Quarters Residential Complex, NSCBI Airport, Kolkata-52, for the year 2021-22 and 2022-23”.**

Ref. No.	Details of Bidder & Qualifying Criteria	Particulars	Remarks on Uploaded documents
1	2	3	4
1.	Name and address of the firm/ Email Address & Telephone No.		
2.	<b><u>Details of Registration</u></b> (a) Originations/Dept : ..... (b) Class of Registration & Upper Tendering Limit ..... (c) Valid upto:		Registration Certificate of the Agency/Firms Self-attested copy uploaded  <b>YES/NO</b>
3	Permanent Account No. (PAN)		Copy of PAN card uploaded  <b>YES/NO</b>
4.	GST Registration No.		Signed scanned copy uploaded  <b>YES / NO</b>
5.	Certificate from clients of having satisfactorily completed Three works of <b>Rs. 874333/-</b> or two works, each of <b>Rs. 1092916/-</b> or one work of <b>Rs. 1748665/-</b> of similar nature of work during last seven years ending last date (extended date) of Submission of bids.	Details of the Three/ Two/ One work(s) as applicable	
<b><u>WORK NO. 1</u></b>			Copy of certificate Uploaded
(a)	Name of Client		YES/NO



(b)	Name of Work		YES/NO
(c)	Stipulated Date of Completion		YES/NO
(e)	Completion Cost		YES/NO
(f)	Work Order/ Agreement No		YES/NO
(g)	Copy of Work Order with BOQ		YES/NO
(h)	TDS Amount, if applicable		YES/NO
(i)	TDS Certificate		YES/NO

**WORK NO. 2**

(a)	Name of Client		YES/NO
(b)	Name of Work		YES/NO
(c)	Stipulated Date of Completion		YES/NO
(d)	Actual Date of Completion		YES/NO
(e)	Completion Cost		YES/NO
(f)	Work Order/ Agreement No		YES/NO
(g)	Copy of Work Order with BOQ		YES/NO
(h)	TDS Amount, if applicable		YES/NO
(i)	TDS Certificate		YES/NO

**WORK NO. 3**

(a)	Name of Client		YES/NO
(b)	Name of Work		YES/NO
(c)	Stipulated Date of Completion		YES/NO
(d)	Actual Date of Completion		YES/NO
(e)	Completion Cost		YES/NO
(f)	Work Order/ Agreement No		YES/NO

(g)	Copy of Work Order with BOQ		YES/NO										
(h)	TDS Amount, if applicable		YES/NO										
(i)	TDS Certificate		YES/NO										
6.	<b>TURNOVER :</b> (Annualized average financial turnover equivalent to Indian Rs. <b>655749/-</b> during the last three years.) Balance Sheet and Profit & Loss	<table border="0"> <tr> <td>Year</td> <td>INR (in Lacs)</td> </tr> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> <tr> <td>2019-20</td> <td></td> </tr> <tr> <td>Average :</td> <td></td> </tr> </table>	Year	INR (in Lacs)	2017-18		2018-19		2019-20		Average :		Copy of Annual report i.e. Abridged balance sheet and profit & loss a/c for the last three year  Self-attested copy uploaded  <b>YES / NO</b>
Year	INR (in Lacs)												
2017-18													
2018-19													
2019-20													
Average :													
7.	EMD paid		<b>YES / NO</b>										
8.	Unconditional Acceptance of AAI's Tender Conditions (Proforma given at Page No.24) ( <b>For Envelope- I</b> )		Scanned copy of duly signed and stamped unconditional acceptance letter uploaded  <b>YES / NO</b>										
9.	Declaration for genuineness of documents	Agency has to submit a declaration as provided in check list along with the application for genuineness of documents submitted.	Signed scanned copy uploaded  <b>YES / NO</b>										
10.	Whether experience from private clients?	Non Govt. / Non PSU organizations	Scanned TDS Certificates of stipulated value of works from clients copy uploaded  <b>YES / NO</b>										
11.	Check List		Signed scanned copy uploaded  <b>YES / NO</b>										
12.	Tender Fee		<b>YES / NO</b>										



			Scanned copy of Tender Fee and also hard copy of the same deposited to the Bid Manager.
13.	Price /Financial E-Bid		Uploaded BOQ file duly filled in required parameter.
14.	Affidavit a) Minimum wages(Annexure -I) b) Blacklisting (Annexure -II)		Digitally signed copy of Affidavit document uploaded  <b>YES / NO</b>
15.	Details of any other information		

**DECLARATION**

I/We, ( \_\_\_\_\_ ) hereby declare that the documents submitted/enclosed for the tender are true to the best of my/our knowledge and belief. I/We further undertake that in case any of the documents submitted by me/us, is found to be forged/false at any stage, I/We may be debarred from AAI for taking participation in all future AAI works, my/our EMD may be forfeited & any other suitable action may be taken against me/us as deemed fit by AAI.

Place:

Date:

**Signature**

**Authorized Signatory of the contractor/Firm**

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



containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled in so that there is no discrepancy in the rates. In event no rate has been quoted for any item(s), it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

10. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
11. All rates shall be quoted in item section on AAI E-Tender portal as Envelope III / Price Bid
  - (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. 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.
  - (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.
  - (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.
  - (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 Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the General Manager (HR) or his authorized representative shall be communicated in writing to the General Manager (HR) .
13. The contractor shall give a list of AAI employees related to him.
14. The contractor shall submit list of works which are in hand (progress) in the following form :-

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



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15. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the General Manager (HR) / General Manager (OPS) may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.



## CONDITIONS OF CONTRACT

### Definitions

1. The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the General Manager (HR) and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
  - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - (iii) The **Contractor** shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - (v) The Authority or Airports Authority of India means the Chairman, Airports Authority of India.
  - (vi) The **General Manager (HR)** means the Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule hereunder.
  - (vii) AAI shall mean the Airports Authority of India.
  - (viii) The terms **Member (operations)** means the head of Department of Operations, Airports Authority of India.
  - (ix) Accepting Authority shall mean the authority mentioned in Schedule.
  - (x) 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.
  - (xi) Market Rate shall be the rate as decided by the General Manager (HR) on the basis of the Prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits.
  - (xii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to



the tender papers.

(xiii) **Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.

(ix) **Tendered value** means the value of the entire work as stipulated in the letter of award.

3. **Works to be carried out** The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, 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.

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

5. **Discrepancies and adjustment of errors**

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

5.2 Any error in description, quantity or rate in Schedule of Quantities or any omission the reform shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.

6. **Signing of Contract** The successful Tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :

(i) The notice inviting tender, all the documents the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

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

(a) Various standard clauses with corrections upto the date stipulated in Schedule along with annexure thereto.

(b) AAI Safety Code.

(c) Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors.

(d) AAI Contractor's Labour Regulations.

(e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract in form of agreement is signed by the contractor.



## **CLAUSES OF CONTRACT**

### **CLAUSE 1**

#### **Performance Guarantee**

This clause is applicable for estimated value of 5.0 crore for three years and above.

- (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 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. In case a fixed deposit receipt 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 1st Running Account Bill will be released to the contractor. Moreover, interest @18% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.
- (iii) The Performance Guarantee shall be initially valid up to 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 General Manager (HR) 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 General Manager (HR) 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 General Manager (HR).
- (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) 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.

**CLAUSE 2****When Contract can be Determined**

Subject to other provisions contained in this clause, the General Manager (HR) 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 General Manager (HR) a notice in writing to rectify any defective work or that the work is being performed in an inefficient or otherwise improper or non-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.



- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the General Manager (HR) (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 General Manager (HR).
- (iii) If the contractor fails to complete the work within the stipulated period or items of work with individual period of completion, if any stipulated, on or before such period of completion and does not complete them within the period specified in a notice given in writing in that behalf by the General Manager (HR).
- (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 General Manager (HR).
- (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 General Manager (HR).
- (vii) If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.



- (xi) If the contractor does anything to the contrary as mentioned below:  
The contractor shall not without the written consent of the competent authority (which consent shall not be unreasonable withheld to the prejudice of the contractor) assign / sub-let this contract or any portion of the work/services. In any case maybe the whole responsibility for the entire work/services shall be of the contractor  
When the contractor has made himself liable for action under any of the cases aforesaid, the General Manager (HR) 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 General Manager (HR) 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 General Manager (HR), 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 General Manager (HR) has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE 2A**

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

#### **CLAUSE 3**

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

#### **CLAUSE 4**

##### **Time and extension of the contract**

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

#### **CLAUSE 5**

##### **Measurements of Work Done**

General Manager (HR) or his authorized representative and contractor or his authorized representative should measure jointly the quantity of specified area in the BOQ/SOQ, at least once during the first month of the execution of work, in a proper measurement book/ register. These measurements should be carried forward from the 2nd R.A bill onwards but any addition or omission of the area should be added or deducted to/from the specified area in order to pay as per the work done after recording in standard measurement book/ register.

All records of cleaning work done /measurement of all items having financial value shall be entered in Register /Measurement Book so that a complete record is obtained of all works performed under the contract.

All records of cleaning work done / measurements shall be taken jointly by the General Manager (HR) or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such records of cleaning work done/ measurements shall be signed and dated by the General Manager (HR) 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 General Manager (HR) or his representative, the General Manager (HR) 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 General Manager (HR) 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, stationary and other things necessary for measurements, recording and maintaining office.

**CLAUSE 6****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 General Manager (HR) 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 General Manager (HR), 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 General Manager (HR) or his authorized representative complete with account of materials issued by the Department and dismantled materials.

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

**CLAUSE 7****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 General Manager (HR).

- (i) Information as per Performa attached.
- (ii) An authorisation in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and
- (iii) His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the General Manager (HR) 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 8**

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay; supply to the General Manager (HR) 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 General Manager (HR) furnish proof, to the satisfaction of the General Manager (HR) that the materials so comply. The General Manager (HR) 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 General Manager (HR) for



his approval, fresh samples complying with the specifications laid down in the contract. When material is required to be tested in accordance with specifications, approval of the General Manager (HR) 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 analysed 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 General Manager (HR). 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 General Manager (HR) 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 General Manager (HR) and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The General Manager (HR) 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 contractor shall deposit material in advance for 3 months as per specification. The material will be issued for daily use from this stock and a material register is to be maintained.

The General Manager (HR) 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 General Manager (HR) 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 General Manager (HR) shall also have full powers to require other proper materials to be substituted thereof and in case of default, the General Manager (HR) may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

#### **CLAUSE 9**

##### **Work to be executed in Accordance with contract etc.**

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

#### **CLAUSE 10**

##### **Deviations / Variations Extent and Pricing**

The General Manager (HR) shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the General Manager (HR) 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.

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

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

#### **Deviation, Extra Items and Pricing**

**10.2** 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 General Manager (HR) 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.

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.

#### **Deviation, Substituted Items Pricing**

- (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, 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 General Manager (HR) 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.



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, and the General Manager (HR) 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.

**10.3** 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 11**

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 General Manager (HR) shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

#### **CLAUSE 12**

##### **Suspension of Work**

(i) The contractor shall, on receipt of the order in writing of the General Manager (HR), (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 General Manager (HR) 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 General Manager (HR).

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

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



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

### **CLAUSE 13**

#### **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 General Manager (HR), his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department of Quality Assurance and of the vigilance officer, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the General Manager (HR) or his authorized subordinates in charge of the work or to the General Manager (HR) or his subordinate officers or the officers of the organization engaged by the Department for quality Assurance or to the Chief Vigilance Officer or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within 10 days of the completion of the work from the General Manager (HR) specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the General Manager (HR) 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 General Manager (HR) may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule may considered reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, at the risk and cost of the contractor. Decision of the General Manager (HR) to be conveyed in writing in respect of the same will be final and binding on the contractor.

### **CLAUSE 14**

#### **Contractor Liable for Damage, Defects During Cleaning Period**

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 cleaning contract whichever is earlier.

**CLAUSE 15****Contractor to Supply Tools & Plants etc**

The contractor shall provide at his own cost all materials machinery, tools & plants as specified in Schedule. 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 General Manager (HR) 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 General Manager (HR) 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 15 A****Recovery of Compensation paid to Workmen**

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

**CLAUSE 15 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 16**

Labour laws to be complied by the Contractor.

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

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

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

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

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

### **CLAUSE 16 A**

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

### **CLAUSE 16B**

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

**CLAUSE 16 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 General Manager (HR) shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**CLAUSE 16 D**

The contractor shall submit by the 4th and 19th of every month, to the General Manager (HR) 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 General Manager (HR) shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

**CLAUSE 16 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 16 F**

Leave and pay during leave shall be regulated as follows:

**1. Leave:**

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

**2. Pay:**

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

**3. Conditions for the grant of Maternity Leave:**

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

- 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 16 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 General Manager (HR) shall be final and binding on the parties.

Should it appear to the General Manager (HR) 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 General Manager (HR) shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the General Manager (HR) 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 General Manager (HR) shall have power to give notice in writing to the contractor (s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor (s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the General Manager (HR) 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 16 H**

The General Manager (HR) 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 16 I**

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

However, the General Manager (HR), through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

**CLAUSE 17**

**Minimum Wages Act to be complied with**

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

**CLAUSE 17 (A)**

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

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

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



- e) Wherever ESI is not applicable, agency shall take a group of mediclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee.

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

#### **CLUASE 18**

##### **Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of Competent Authority. And if the contractor shall assign or sublet his contact, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the General Manager (HR) 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.

#### **CLUASE 19**

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 20**

##### **Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the General Manager (HR) 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 21**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the General Manager (HR) 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 22**

##### **(i) Dispute Resolution Mechanism and Arbitration**

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



with as mentioned hereinafter.

**(ii) Through Dispute Resolution Committee:**

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

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

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

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

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

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

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

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of



arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

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

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

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

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

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

## **CLAUSE 23**

### **Contractor to indemnify AAI against Patent Rights**

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

## **CLAUSE 24**

### **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 General Manager (HR).

## **CLAUSE 25**

### **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 General Manager (HR) 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 General Manager (HR) or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if so security has been taken from the contractor, the General Manager (HR) 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 General Manager (HR) -in Charge of the AAI or any contracting person through the General Manager (HR) 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 General Manager (HR) or AAI will be kept withheld or retained as such by the General Manager (HR) 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 General Manager (HR) 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 General Manager (HR) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the General Manager (HR).

**CLAUSE 25A****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 General Manager (HR) or the AAI or any other contracting person or persons through General Manager (HR) against any claim of the General Manager (HR) 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 General Manager (HR) 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 General Manager (HR) or the AAI will be kept withheld or retained as such by the General Manager (HR) 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 26****Water**

Water shall be supplied by the department at free of cost for carrying out the cleaning works at specified locations. However, Contractor shall make their own arrangements for extending the same to required place with the approval of competent authority.

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 will be entertained on account of such break down.

**CLAUSE 27****Hire of Machinery**

The Contractor shall arrange at his own expense all tools, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

**CLAUSE 28****Empanelment of technical staff and employees**

Contractors Superintendence, Supervision, Supervisory staff & Employees

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

The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the General Manager (HR), the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal Supervisory representative to be charge of the work and other Supervisory representative (s) who will be supervising the work. Minimum requirement of such Supervisory representative (s) and their qualifications and experience shall not be lower than specified in schedule. The General Manager (HR) shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the



contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal Supervisory representative and other Supervisory representative (s) shall be appointed by the contractor soon after receipt of the approval from General Manager (HR) and shall be available at site before start of work.

All the provisions applicable to the principal Supervisory representative under the clause will also be applicable to other Supervisory representative(s). The principal Supervisory representative and other Supervisory representative (s) shall be present at the site of work for supervision at all times when any cleaning activity is in progress and also present himself/themselves, as required to the General Manager (HR) and / or his designated representative to take instructions. Instructions given to the principal Supervisory representative or other Supervisory representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Supervisory Representative and other Supervisory representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by the General Manager (HR) and shall also note down instructions conveyed by the General Manager (HR) 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 General Manager (HR) – 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 General Manager (HR)-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such Supervisory representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule and the decision of the General Manager (HR)-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Supervisory Principal Supervisory representative and / or other Supervisory representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the General Manager (HR)-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other Supervisory representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the Supervisory representative (s) alongwith every on account bill / final bill and shall produce evidence if at any time so required by the General Manager (HR)- in-Charge.

- ii) The contractor shall provide and employ on the site only such Supervisory assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.



The General Manager (HR) shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the General Manager (HR) -in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the General Manager (HR) and the persons so removed shall be replaced as soon as possible by competent substitutes.

## CLAUSE 29

### Levy/Taxes payable by Contractor

i) Sales Tax/VAT/WCT (excluding GST) or any other tax on materials in respect of this contract shall be payable by the contractor and AAI shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the General Manager (HR) after satisfying that it has been actually and genuinely paid by the contractor.

ii) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor is also bound to allow deduction from his bills any difference in statutory taxes / royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement **of all demands in this regard by Central / State Govt.**

iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the AAI and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the AAI and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

## CLAUSE 30

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

i) All tendered rates shall be inclusive of all taxes and levies (excluding GST) payable under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> 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 General Manager (HR) (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of AAI or the General Manager (HR) and further shall furnish such other information / document as the General Manager (HR) 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 General Manager (HR) that the same is given pursuant to this condition together with all necessary information relating thereto.



## **CLAUSE 31**

### **Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the General Manager (HR) on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

## **CLAUSE 32**

### **If relative working in AAI then the contractor not allowed tendering**

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

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

## **CLAUSE 33**

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

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

## **CLAUSE 34**

### **Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the General Manager (HR) 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 35**

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



**AIRPORTS AUTHORITY OF INDIA**  
**SAFETY CODE**

1. Suitable Scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. 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 thereof 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  $\frac{1}{2}$  ") for ladder upto and including 3m. (10ft.) in length. For long ladders, this width should be increased at least  $\frac{1}{4}$ " 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 defence 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. During the progress of the work,
  - i All roads and open areas 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.



7. All necessary personal safety equipment as considered adequate by the General Manager (HR) should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned while executing the work under contract.

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

- (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.
- (c) 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.
- (d) 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.

9. 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.

10. 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.

11. 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.

12. 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 General Manager (HR) of the department or their representatives.

Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.



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

**1. APPLICATION**

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

**2. DEFINITION**

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

**3. FIRST-AID FACILITIES**

(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 written with red colour on white back ground for work places in which the number of contract labour employed does not exceed 50. Each first-aid box shall contain the following equipment :-

1. 6 small sterilized dressings
2. 3 medium size sterilized dressings
3. 3 large size sterilized dressings
4. 3 large sterilized burn dressings
5. 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml) bottle containing Salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution

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

**5. AMENDMENTS**

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



## AIRPORTS AUTHORITY OF INDIA

### Contractor's Labour Regulations

#### 1. SHORT TITLE

These regulations may be called the AAI Contractors Labour Regulations.

#### 2. DEFINITIONS

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

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

No person below the age of 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. General Working Hours

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

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

iii)

- a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages



- Act or not.
- b) Where the minimum wages prescribed by the Central/State Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
  - c) Where a contractor is permitted by the General Manager (HR) 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 authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the General Manager



- (HR) under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the General Manager (HR) or authorized representative of the General Manager (HR) 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 General Manager (HR) or the authorized representative of the General Manager (HR) 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 format (Appendix-VII).
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.



- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

## 9. EMPLOYMENT CARD

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

## 10. SERVICE CERTIFICATE

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

## 11. PRESERVATION OF LABOUR RECORDS

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

## 12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

## 13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the General Manager (HR) 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 General Manager (HR) after Labour officer has given his decision on such appeal.

General Manager (HR) shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

## 14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the General Manager (HR) 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 (HR) concerned shall be final.



## Proforma of Registers

परिशिष्ट / Appendix 'I'

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

## REGISTER OF MATERNITY BENEFITS (Clause 19 F)

ढेकेदार का नाम और पता

Name and address of the contractor.....

कार्य का नाम और स्थिति

Name and location of the work.....

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

## तारीख जिसको प्रसूति छुट्टी प्रारम्भ हुई और समाप्त हुई

## Date on which maternity leave commenced and ended

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

कर्मचारी को संदत्त छुट्टी वेतन  
Leave Pay paid to the employee

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



**APPENDIX II**

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

Name and address of the contractor-----  
-----

Name and location of the work-----  
-----

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



**APPENDIX III**

**Labour Board**

Name of work

Name of Contractor

Address of Contractor

Name and address of A. A. I. Division

Name of A. A. I. Labour Officer

Address of A. A. I. Labour Officer

Name of A.A.I Labour Officer

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

Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest interval



## Proforma of registers

## Appendix IV

## Form – XIII (See Rule 75)

## Register for Workmen Employed by Contractor

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



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

Name and address of contractor .....

Name and address of establishment under which contract is carried on

.....

Name and address of Principal Employer

.....For the month of fortnight.....

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



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

Name and address of contractor .....

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

Name and address of Principal Employer .....

Wages Period For the month of fortnight .....

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



परिशिष्ट / Appendix VII  
(सीधी तरफ / obverse)

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

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

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

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

मजदूरी की दर .....  
Rate of Wages

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

दर  
Rate

रकम  
Amount

---

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

Received from

हस्ताक्षर  
Signature

यह मजदूरी कार्ड की तारीख से एक मास तक के लिए वैध है।  
The Wage Card is valid for one month from the date of issue



फार्म 14 / Form-XIV

परिशिष्ट / Appendix 'VIII'

(कृपया नियम 76 देखें)  
[See rule 76]रोजगार कार्ड  
Employment Card

ठेकेदार का नाम व पता

Name and address of contractor.....

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

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

कार्य का नाम व स्थान

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

मुख्य नियोक्ता का नाम व स्थान

Name and address of Principal Employer.....

1. मजदूर का नाम

Name of the workman.....

2. लगाये गए मजदूरों के रजिस्टर में क्रम संख्या

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

3. रोजगार/पद का नाम

Nature of employment/designation.....

4. मजदूरी की दर

(पीस वर्क के बारे में एकक के ब्यौरा सहित)

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

5. मजदूरी की अवधि

Wage period.....

6. रोजगार की अवधि

Tenure of employment.....

7. टिप्पणी

Remark.....

ठेकेदार के हस्ताक्षर  
Signature of contractor



**Proforma of Registers**

**Appendix IX**

**Form – XV (See Rule 77)**

**Service Certificate**

Name and address of contractor .....

Nature and location of work.....

Name and address of workman .....

Age / Date of birth.....

Identification Marks .....

Father's / Husband's Name .....

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

Name and address of Principal Employer .....

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

Signature



**Proforma of Registers**

**Appendix 'X'**

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

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

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

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



**Proforma of Registers**

**Appendix XI**

Form – XII (See Rule 78 (2) (d))

**Register of Fines**

Name and address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

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



Form – XX (See Rule 78 (2) (d))  
Register of Deduction for Damage or loss

Name and address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

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



Form – XXII (See Rule 78 (2) (d))  
Register of Advances

Name and address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

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



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

Name and address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

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



**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 an 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 General Manager (HR) 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 forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived 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

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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:

WITNESS

- 1
- 2

Dated this \_\_\_\_\_ Day of \_\_\_\_\_

For and on behalf of (The Bank)

Signature\_\_\_\_\_

Name & Designation\_\_\_\_\_

Authorisation No. \_\_\_\_\_

Name & Place \_\_\_\_\_

Bank's Seal \_\_\_\_\_

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

Signature\_\_\_\_\_

Name \_\_\_\_\_

Designation\_\_\_\_\_

Dated\_\_\_\_\_

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

**SCHEDULE-A****SCHEDULE**

Reference to General Conditions of Contract.

Name of work: **Job contract for Housekeeping and maintenance of AAI Guest House, New Quarters Residential Complex, NSCBI Airport, Kolkata-52, for the year 2021-22 and 2022-23.**

- (i) Estimated cost of work: ----- **4371663.00**  
(ii) Earnest money: ----- NIL  
(iv) Security Deposit 10% of contract value of work  
(v) Time period of completion: 24 (Twenty Four) months.

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

**GENERAL RULES & DIRECTION**

Officer inviting tender : General Manager (HR) ----- Airport  
Airports Authority of India,

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 10 See Below  
30%

**Definitions:**

1.	Office Inviting tender	General Manager (HR) ----- Airport Airports Authority of India,
2.	Accepting Authority	<b>As per delegation of power</b>
3.	Percentage on cost of materials and labour to cover all overheads and profits	15%
4.	Standard Schedule of Rates	<b>Market rate.</b>
5.	Department	<b>AAI</b>

**Clause 4**

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

**Clause 9**

Specification to be followed for execution of work : As per SCC

**Clause 10**

10.2 *Deviation limit beyond which clauses 10* :  
& 10.3 *shall apply* 30%

**Clause 13**

Competent Authority for deciding : General Manager (HR)  
reduced rates



**ACCEPTANCE LETTER**

To

General Manager (HR)

-----  
-----

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

1. The tender documents for the work “**Job contract for Housekeeping and maintenance of AAI Guest House, New Quarters Residential Complex, NSCBI Airport, Kolkata-52, for the year 2021-22 and 2022-23**” have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of General Manager (HR). 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 clauses 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 put any remark(s)/conditions(s) in/ along with the Tender Documents uploaded in the CPP Portal and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to take action as deemed fit.
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. I/We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall not be considered for evaluation ad liable for debarment from tendering for minimum three years in AAI in any name / style, apart from any other appropriate / Legal action, including termination of the contract shall be taken if discovered at a later stage.

Yours Faithfully

Date:

(Signature of the tenderer)



**ANNEXURE-2**

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

(On Non-Judicial Stamp Paper)

**[Refer clause No.1A of GCC]**

To

The Airports Authority India

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

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

In presence of: Dated this \_\_\_\_ Day of \_\_\_\_\_

WITNESS

- 1. For and on behalf of (The Bank)  
Signature \_\_\_\_\_
- 2. Name & Designation \_\_\_\_\_  
\_\_\_\_\_  
Authorization No. \_\_\_\_\_  
Name & Place \_\_\_\_\_  
Bank's Seal \_\_\_\_\_

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_

Note:

**\*For Proprietary Concerns**

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

**For Partnership Concerns**

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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).

**AGREEMENT FORM**

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

This agreement made this (date in figures & words) between Airports Authority of India a statutory corporation incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110 003 through its \_\_\_\_\_ (here in after referred to as "AAI" which expression shall include its administrators, successors, executors and assign of the One part and M/s. \_\_\_\_\_ ( hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns)of the Other part.

Whereas AAI is desirous of getting the work of ".....at \_\_\_\_\_ **Airport**" (hereinafter called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose.

And whereas the contractor had participated in the above referred bidding vide his tender application dated \_\_\_\_\_ and other subsequent referred letters. AAI accepting his tender offer awarded the work to the contractor on the terms and conditions contained in its acceptance letter No. AAI \_\_\_\_\_ Dated \_\_\_\_\_ and documents, terms and conditions referred to therein which have been accepted by M/s. \_\_\_\_\_ resulting into a contract.

**NOW THEREFORE THIS DEED WITNESSTH AS UNDER:**

AAI has awarded the contract to the contractor, for the work of ".....at \_\_\_\_\_ **Airport**" on the terms and conditions contained in its acceptance letter No. AAI \_\_\_\_\_ Dated \_\_\_\_\_ and documents referred to therein. The award has taken effect from the date of letter of Award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

**2.0 Contract Documents:**

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

<b>S.No.</b>	<b>Name of the Documents</b>	<b>Page No.</b>
01.	Award letter of AAI Dated:	-
02.	Contractor's Tender Application No. Dated:	-
03.	Envelope cover-I	-
04.	Tender Documents	-
05.	Notice Inviting Tender	-
06.	Tender forms	-
07.	General Conditions of Contract	-

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- 08. Special Conditions of Contract -
- 09. Schedule of quantities -
- 10. Envelope cover-II -
- 11. All correspondences between AAI & Contractor before award of work. -

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by AAI on its letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by AAI in its letter of Award or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

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

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of in-consistency or repugnancy to the terms and conditions contained in the tender agreement. Any modification of the agreement shall be effected only by written instrument signed by both the parties.

Any notice given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered at the address mentioned hereby in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/\_\_\_\_\_ Dated:

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

Contractor's signature

Signature for AAI

WITNESS:

1.

2.

WITNESS:

1.

2.



## **SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL**

1.1 Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications and any other documents forming part of this contract wherever the context so requires.

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

1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be **deemed to over-ride** the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

### **2. COMPLETION SCHEDULE**

2.1 The works shall be executed strictly as per time schedule mentioned in NIT. Contractor shall have to plan his work and activities so as to complete the work in the stipulated period and accordingly submit the schedule of various activities for the approval of General Manager (HR).

2.2 No additional payment shall be made to the contractor for other incentive methods contemplated by him in his work Schedule even though the time schedule is approved by the General Manager (HR) or his authorized representative.

### **3. SCOPE OF WORK**

Providing of service through manpower for housekeeping and maintenance of Transit Guest House inside New Quarters residential Complex, NSCBI Airport, Kolkata for 2017-18.

- a. Agency shall ensure for proper cleaning of Bed Sheets, Bed Covers, Pillow Covers, Curtains, Blankets etc. to be used in the guest house. All these items will be changed on daily or requirement basis and reused after proper cleaning and ironing. Soap / Detergents / Iron whatever will be required for washing / ironing will be provided by AAI.
- b. Agency shall ensure proper handling and cleaning of Utensils used in Guest House.



- c. Agency shall ensure proper cleaning of guest house, guest house premises, watering the garden. The rubber pipe required for watering the garden will be provided by AAI.
- d. Provision for pest / mosquito / rodent control spray in every room shall be made by the agency on regular basis so as to keep room away from pests / mosquitoes / rodents. The spray will be provided by AAI.
- e. Agency shall ensure proper dusting / cleaning of furniture / household items / electronic items on daily basis
- f. Agency shall ensure proper cleaning of Rooms / Washrooms / Floors / Staircase of guest house.
- g. Toiletries items (Acid, Phenyl, broom, mop, soap, detergent, etc.) will be provided by AAI on monthly basis.
- h. Agency shall ensure to provide housekeeping services and maintenance of at Guest House round the clock (24 x 7).
- i. Agency shall ensure to provide service at the guest house on all days including Saturday, Sunday, Gazetted / National holidays.
- j. If any items / materials found missing / damage suitable recovery as decided by AAI shall be made from the bill of agency.
- k. Manpower deployed by the agency for job contract shall be of high moral conduct and they are to exercise utmost care and courtesies in managing day to day affairs of guest house so as to avoid any incident / mishap / theft etc. under all circumstances. Police verification of all the manpower deployed along with their antecedents shall be provided to AAI at the commencement of work / when being deployed.
- l. **Minimum Manpower Requirement**

The agency has to depute Manpower with decent uniform, which shall not be less than the minimum manpower specified below:

Sl. No.	Type of labour	Qty.	Working days / Year
1	Semiskilled manpower	04	365
2	Unskilled manpower	01	365
3	Skilled	02	365

Before quoting the bid the bidder should read the penalty clauses mentioned in SCC clause no.14.5 to14.7 carefully in respect of the non-deployment of equipment, deficiency in manpower, ineffective cleaning & not providing the consumable toiletries in time.

Before quoting the bid the bidder should read the clause of minimum deployment of labours in each shift as per scope of work mentioned in SCC. The rate quoted by the bidders is inclusive of the weekly off and nothing extra shall be paid on this account.

#### 4. SCHEDULE OF QUANTITIES

The Schedule of Quantities shall be read in conjunction with General Conditions of Contract, Special Conditions of Contract, and any other Document forming a part of this tender. The quantities



shown against the various items are only approximate and subject to variations as made in General Conditions of the Contract.

## 5. PAYMENTS

5.1 The bill shall be submitted at monthly intervals or before the date fixed by the General Manager (HR) or his authorized representative for all the works executed since previous bill. The contractor shall submit all the bills on the Proforma prescribed by the General Manager (HR) or his authorized representative, in triplicate.

5.2 The payment due to the contractor shall be made within 15 days of the submission of the bill by the contractor and the measurements shall be verified by the General Manager (HR) or his authorized representative within 10 days of submission of the bill. The payment shall be made from the AAI through RTGS directly in the Bank account of contractor.

5.3 The payment of wages should be made to the employed manpower/labour's account no. through RTGS/NEFT/Cheque by the 7th of every successive month. Delay in payment will attract a penalty of Rs. 50 per day per employee and will be paid to his employee along with salary.

## 6. INCOME TAX AND LABOUR CESS

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

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

## 7. WATER

Water will be provided by AAI free of cost. However, Contractor shall make their own arrangements for extending the same to required place with the approval of competent authority.

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 will be entertained on account of such break down.

## 8. POWER SUPPLY

Power supply will be provided by AAI free of cost. However, for operating machineries at various locations contractor has to make necessary arrangements at his own cost.



## 9. **CONTRACT AGREEMENT**

9.1 The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the Contractor.

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

## 10. **DAMAGE TO PERSON AND PROPERTY**

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

## 11. **THIRD PARTY INSURANCE**

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

## 12. **MINIMUM AMOUNT OF THIRD PARTY INSURANCE**

12.1 Such insurance shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India and for at least the minimum amount of Rs1.0 Lakh with unlimited number of occurrences. This insurance will not cover mobile machineries for which separate insurance cover is also required. Whenever required the contractor shall produce to the AAI the policy or policies of Insurance and the receipts for payments of the premiums.

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

12.3 For noncompliance of above levy equal to cost of policy of noncompliance period plus 15% shall be charged and losses during noncompliance period shall be deducted from his bills.

## 13. **SITE ORGANISATION**

13.1 Subject to the provisions in the tender document and without prejudice to contractors' 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 General Manager (HR) or his authorized representative depending on the exigencies of work. No cleaning staff deployed at site shall be removed from the site without prior approval of the General Manager (HR) or his authorized representative.



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

13.3 The General Manager (HR) or his authorized representative, may at his discretion, get the test done at an approved laboratory. The cost of such material, transport, cost of testing etc. shall be borne by the contractor.

13.4 The General Manager (HR) or his authorized representative and the contractor shall agree upon a time and progress chart as per clause 2 on Page SCC 1. In time and progress chart deployment of machineries, equipments, apparatus and instructions as listed in para 13. above are to be treated as one of the sections of the work.

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

S. No	Designation	Recovery Rate <u>Per Shift</u> per person (In Rs.)
1	Absence of Un-Skilled & Semi-Skilled	1.5x times of minimum wages for first two instances in month 2x times of minimum wages for third instance onwards
3	Not wearing proper uniform	INR 200 per instance

#### 14. CLOSING DAY'S WORK

14.1 After the closure of day's work, all equipment and stock piled materials must be so placed that they do not cause any damage to the person /property 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. LABOUR CAMPS

No labour camp shall be allowed inside the airport premises and no land shall be allotted for this purpose. If required, the agency may have their own arrangements outside the airport premises at their own cost. No claim shall be entertained by AAI on this account.

#### 16. REGULATIONS

All men and vehicles will observe the regulations in force in the operational area and will do nothing to pose a danger to the aircraft and their operations. All vehicles will fly the mandatory red flag during day light hours and obstacle lights during night while working in operational areas.

#### 17. INSPECTION OF SITE AND TESTING

i) The General Manager (HR) or his authorized representative 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/ factory acceptance tests for the various items of material shall be performed at the contractor's works and test certificates furnished. The contractor shall permit the General Manager (HR) or his authorized representative to be present during any of or all factory acceptance tests. After notification to the General Manager (HR) or his authorized representative that the work has been completed, the contractor shall make under the direction and in the presence of General Manager (HR) or his authorized representative such tests and inspections as have been specified or as the General Manager (HR) or his authorized representative 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) All tools, instruments, plants and labour/operating personnel for the test shall be provided by the contractor at his own cost.

iv) The General Manager (HR) or his authorized representative may at his discretion, check the test results obtained by independent tests at an approved laboratory. The cost of such material, transport, cost of testing etc. shall be borne by the contractor.

**18. ADMISSION TO SITE:**

Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police verification and security clearance for his agency and staff.

Also, it is the duty of the contractor to ensure that airport passes are treated with utmost sanctity and are not allowed outside the airport premises. Supervisor will collect the Airport entry pass (AEP) of all workforce and handover to representative of the General Manager (HR) at the end of every shift. AEPs can be collected from the representative of the General Manager (HR) at the start of every shift and can be distributed to contract workforce after their biometric attendance is complete.

Contractor has to ensure deployment of workforce as per tender conditions. AAI will not be responsible for any external influence the contractor may face during deployment of workforce.

**19. STORES AND MATERIALS**

A store room (with double lock arrangement) for keeping cleaning material will be provided by AAI as per requirement & availability. Contractor shall make all necessary arrangements for storage at his own cost to the satisfaction of General Manager (HR) or his authorized representative. One lock's keys will be with AAI and other lock's keys with contractor.

**20. STANDARD OF WORKMANSHIP**

20.1 To determine the acceptable standard of workmanship, the contractor shall execute portion of the item of work as sample for approval of the General Manager (HR) or his authorized representative, before taking up the actual cleaning work or work as defined in the scope of work.



**21. BYE-LAWS**

21.1 The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the General Manager (HR) or his authorized representative, informed of the said compliance with the bye-laws, payments made, notices issued and received.

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

**22. SITE PRECAUTIONS**

i) Any materials or T & P etc. found lying outside the sites approved by the General Manager (HR) or his authorized representative shall be removed by the General Manager (HR) or his authorized representative at the risk and cost of the contractor.

ii) The contractor shall be responsible for any damage, resulting from his operations, either to buildings, structures, airport fixtures such as underground cable, contact lights, hard surface areas, water mains, other operational installations, Airport roads etc. The contractor shall restore, replace or repair any such damage to the complete satisfaction of the General Manager (HR) or his authorized representative and in default the General Manager (HR) or his authorized representative may cause the same to be made good by any other means and deduct the expenses from any sums due to contractor.

iii) The work shall be carried out in phases in such a way that there is least obstruction to the airport working. The phasing shall be decided by the General Manager (HR) or his authorized representative, 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.

23. The contractor shall take all precautions to avoid all accidents by exhibiting necessary boards.

24. No payment 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.

25. 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.

**26. MATERIAL AT SITE**

(a) 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.

## Tender Notice



AIRPORTS AUTHORITY OF INDIA

(b) The contractor is required to submit the bill receipt for cleaning material or material used for the cleaning and any item incorporated in work for which General Manager (HR) or his authorized representative directs.

27 The agency is also required to provide specific uniform and safety devices to the manpower deployed at site for the work as detailed below:-

- i) Minimum three sets of uniform as per climatic requirement. (Faded/ torn uniforms not accepted)
- ii) Foot wears are to be provided for the workers.
- iii) Safety belts, protective Goggles, Hand gloves etc. are to be provided as per requirement and nature of job. or as per the safety code given below.
- iv) Specifications of uniform

### Male staff –

Pant	Minimum 3	Dark grey
Shirt	Minimum 3	Light grey
Sweater / Pullower	Minimum 3	Dark Grey
Shoes	Minimum 1 pair	Black
Socks	minimum 3 pair	Grey
Sleeveless coat (Terry cotton) for washroom workers	Minimum 3	colour Dark Grey
Disposable Caps	Minimum 3	per shift

### For Female Staff –

As per male staff

Or

Blouse	Minimum 3	Dark grey
Saree	Minimum 3	Light grey
Sweater / Pullower /Cardigan	Minimum 3	Dark Grey
Shoes / Bally (Low Heel)	Minimum 1 pair	Black
Socks	minimum 3 pair	Grey
Sleeveless coat (Terry cotton) for washroom workers	Minimum 3	colour Dark Grey
Disposable Caps	Minimum 3	per shift




Or





Salwar	Minimum 3	Dark grey
Kurta / Shirt	Minimum 3	Light grey
Sweater / Pullower /Cardigan	Minimum 3	Dark Grey
Shoes / Bally (Low Heel)	Minimum 1 pair	Black
Socks	minimum 3 pair	Grey
Sleeveless coat (Terry cotton) for washroom workers	Minimum 3	colour Dark Grey
Disposable Caps	Minimum 3	per shift

v) Agency shall get printed / stitch companies logo and name on the back and employees name in the front left pocket space shirt, kurta, on the shoulder of the blouse and winter uniform. In case of saree both will be clipped on the front side.

28 A register of consumables / non-consumables will be maintained by the agency. The inwards / outwards / uses shall be required shift / daily basis. This register will be checked by GENERAL MANAGER (HR) on regular basis. Inspection log shall be maintained by shift supervisor and shall be endorsed by AAI representative on shift basis or as and when required.



## WASHROOM CLEANING CHECKLIST

Date	CHECK STOCK <small>AS REQUIRED</small>						CLEAN & TIDY <small>HOURLY</small>					MOP <small>AS REQUIRED</small>	
	Toilet Paper	Paper Towels	Soap	Hand Lotion	Feminine Hygiene	Air Freshener						For Clean Floors	Signed by
Supervisor Inspection													
7 am													
9 am													
11 am													
Supervisor Inspection													
3 pm													
5 pm													
7 pm													
Supervisor Inspection													
11 pm													
1 am													
3 am													
Deep Cleaning													

Tick box only if an item has been restocked or completed  
Report any faulty or broken items to your supervisor as soon as possible



The above checklist is illustrative and vendor should get his own set of checklists which is comprehensive and cover all key items.

Format for inspection log for the shift supervisor is detailed as above. Supervisor needs to ensure that the log is updated every 2 hours at every toilet location. Inspection logs are to be displayed outside the wash rooms and daily logs to be submitted to AAI on a daily basis (handed over the subsequent day)

29. The licensee is expected to pay minimum wages per worker as mandated by Labour Laws –

As of the date of the release of the tender, minimum wages are as follows

- |                  |                |
|------------------|----------------|
| 1. Skilled       | : Rs. 784/-day |
| 2. Semi- Skilled | : Rs. 714/-day |
| 3. Unskilled     | : Rs. 645/-day |

Note: These rates may be abstracted from notification by state/ central Govt from time to time.

However, Licensee is encouraged to pay fair wages above the mentioned minimum rates and pay out incentives in order to ensure minimum attrition and minimal absenteeism. It is also encouraged to have an incentive plan for the employees based on individual performance and based on quality of work delivered, regularity in attendance and any other performance parameters.

30. Before the submission of bid documents, bidder's team of housekeeping / cleaning experts is encouraged to survey the airport premises and form a detailed understanding of the overall scope of work.

The above along with any other technological innovations which the bidder intends to use during the work to ensure quality output needs to be presented as part of technical evaluation.

### 31 RECOVERIES

31.1 In case the agency fails to provide the safety devices as specified above an amount of Rs.200/- per head per day for safety devices shall be debited to the contractor's account.

31.2 However, these recoveries as stipulated above do not relieve the contractor to pay, levy of compensation for delay as per clause no. 2 of GCC, in case work is not completed within the stipulated time.

### 32. 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 instructions as may from time to time be given by the General Manager (HR) or his authorized representative. The work must be progressed within such sections and at each time as directed by the General Manager (HR) or his authorized representative.



The contractor shall provide and do everything necessary for the proper cleaning work. It must be clearly understood that the whole of the conditions 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 spirit and meaning of the conditions or unless such works shall have been ordered in writing by the General Manager (HR) or his authorized representative.

Figured dimensions to be followed in preference to scale dimensions and all dimension and particulars to be taken from the actual work.

### 33. PRICES

33.1 The rates quoted shall be in Indian Rupees only and inclusive of all taxes and duties, what so ever including excise duty, VAT/Sales tax, labour cess, Octroi if any, work contract tax, applicable customs duty in case of imported items, labour, tools & plants, packing freight / transportation of items from factory up to the installation site & insurance up to the site, loading, unloading and hoisting arrangement for installation, fee(s) for testing, inspection documents including the fee(s) payable for obtaining statutory license / approval etc. from concerned department but excluding GST. GST, if applicable, paid by contractor for this work will be reimbursed by AAI on actual basis on production of documentary evidence

33.2 The quoted rate should not include statutory labour components of PF, ESI and Bonus as per the prevalent Govt. guidelines. All such payment will be reimbursed on production of documentary evidence/ proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in-charge”.

### 33.3 **Agency will be entitled to get reimbursement of hike in minimum wages, PF, Bonus, ESI contribution on production of documentary evidence.**

### 34. NUISANCE

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

### 35. POWERS OF GENERAL MANAGER (HR) OR HIS AUTHORIZED REPRESENTATIVE

The powers of the representative of the General Manager (HR) or his authorized representative, 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.

35.1 The General Manager (HR) or his authorized representative may from time to time in writing delegate to his Representative any of the powers and authorities vested in the General Manager (HR) or his authorized representative and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the General Manager (HR) or his authorized representative to the



Contractor within the terms of such delegations shall bind the Contractor and AAI as though it had been given by the General Manager (HR) or his authorized representative.

35.2 Failure of the Representative of the General Manager (HR) or his authorized representative to disapprove any work or materials shall not prejudice the power of the General Manager (HR) or his authorized representative thereafter to disapprove such work or materials.

35.3 If the Contractor is dissatisfied with any decision of the authorized representative of the General Manager (HR), he shall be entitled to refer the matter to the General Manager (HR) who shall thereupon confirm, reverse or vary such decision.

36. The contractor shall have to intimate his Universal PF account code/ no. allotted by regional PF commissioner, ESI registration no. allotted by ESI Corporation and labour license obtained as per the provisions of the contract Labour Act, 1970 within 15 days of award of work, failing which no payment shall be released to the contractor. Where ESI is not applicable contractor has to provide medical cards.

37. If any information furnished by the applicant is found incorrect at any stage not only his tender will be rejected/cancelled but he shall also be liable to be debarred for a period to be decided by the committee duly constituted by the competent authority for tendering/taking up of work in AAI. The department reserves right to verify the particulars furnished by the applicant independently.

**38. CLEANLINESS STANDARDS**

Agency is to maintain premises and toilet to the required standard to the expectation of users. The satisfaction level of the users.

**39. Service Level Requirements –**

**40. Services Tasks & Responsibilities**

Cleanliness services on specified area / location

**41. How to clean a Garbage Bin**

**Material required for cleaning:** Rubber gloves, appropriate shoes, face mask, damp cloth, dry cloth, long handle nylon scrub brush

**42. Cleaning & Sanitizing of toilet commode**

**Material/ Cleaning agent required for cleaning:** Protective gloves, face mask, Clean wash cloth or hand towel, a sponge, cleaning cloths, a stiff brush, dry and wet mop.



**Operation:**

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Check all the bathroom and electrical fittings for maintenance, leakage etc
- Align the wringer trolley in such a manner that it is easily accessible
- Wear appropriate shoes, hand gloves and mask.
- Flush the commode
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Sprinkle the cleaning solution in a circular motion around and inside top of toilet bowl and leave it for 10 minutes.
- Apply cleaning solution on the walls beside and behind the toilet and under the cupboard area.
- Wipe the outside of the toilet bowl and the walls around the toilet with a damp sponge. (Use this sponge / cloth only to clean the toilet. Mark this sponge with special tag or color coding to identify the same.)
- Wipe the pipes leading to the toilet.
- Wipe the walls under the vanity and the drain pipe.
- Use a toilet bowl brush and scrub the inside of the toilet bowl.
- Clean under the rim and the seats.
- Clean the top of the rim of commode, in and around the hinges, bottom of w/c seat cover.
- Flush the toilet.
- Rinse the brush in the toilet once the cleaning is done.
- Dry entire commode, using clean dry cloth removing all marks.
- Polish the walls and pipes with dry cotton cloth.
- Recheck inside w/c bowl especially, under rim and ensure water is clear.
- Close w/c seat cover.
- Commode should be cleaned on a daily basis.
- Use choke cleaner, if required for the smooth water flow
- Always make sure that the commode is stain free, fresh smelling, dry and the water in the bowl is clear.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place

**43. Cleaning of washbasin, counter/under counter/ cupboard (vanity)**

**Materials/cleaning agent required for cleaning:**

Protective gloves, Clean wash cloth or hand towel, a sponge, cleaning cloths, a stiff brush, dry and wet mop



**Operation:**

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Make the area cluster free for cleaning
- Move guest toiletries and other supplies when necessary.
- Place a clean wash cloth or hand towel on that spot and keep the guest toiletries on it.
- Move the guest toiletries with the washcloth or towel.
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Wipe the light fixture and other bathroom fixtures
- Neatly arrange them once the cleaning is completed
- Wash the wastebasket and washbasin:
- Apply a little cleaning solution in the washbasin.
- Scrub inside the washbasin and the tap fixtures with nylon scrubber.
- Wipe the cupboard and the side shelves with diluted cleaning solution .
- Wash with clean water.
- Wash the wastebasket with sponge, rinse it out in the designated area and dry with a clean cloth.
- Rinse your sponge and cleaning clothes as needed.
- Remove the sink stopper.
- Clean counter surface area
- Spray cleaning solutions on the overflow and, under counter fixtures
- Use a stiff brush to clean overflow holes in the sink as dirt often collects in sink overflow drains.
- Using a sponge to wipe all the surfaces.
- Polish with a dry cloth to prevent water spots.
- Wipe dry with towel the entire vanity area, side shelves and inside the washbasin.
- No watermarks on the chrome features or the counter.
- Dust below the vanity cupboard, wooden shelves and inside the vanity cupboard, which conceals the bottle trap and the plumbing fixtures.
- Sweep and mop below the vanity cupboard, Vanity cupboard has to be spotlessly clean with no spots or marks.
- Clean hand drier
  
- **Cleaning chrome (Taps and fixtures):**
- All chrome in the bathroom are wiped with a damp cloth, and then polished with a dry rag.
- All chrome items are free of watermarks, smears, to make them shiny. These include the polished taps, soap holder, toilet paper holder, and towel rod.
- All chrome fixtures are cleaned and polished dry showing no smears, dirty marks or fingerprints.
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place



#### **44. Cleaning of Tiles**

**Materials required for cleaning:** Protective gloves, Clean wash cloth or hand towel, scrubber, sponge, cleaning cloths

**Operation:**

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Apply diluted cleaning solution on to the scrubber and scrub top to bottom ensuring dirt/hair etc are removed from the tiles.
- Scrub clean small area of the tile and grout and then dry with a sponge.
- Wet sponge with water and remove detergent.
- Tiles have to be cleaned daily with diluted Cleaning solution.
- Wipe dry, leaving no foreign object or marks on the tiles.
- Recheck all tiles to ensure no dirt are left on the tiles.
- Care has to be taken around toilet to make sure all tiles are dry.
- Wipe all surfaces area with a dry cloth.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at the designated place

#### **45. Cleaning of Toilet Floor:**

**Materials required for cleaning:** Protective gloves, Clean wash cloth or hand towel, a sponge, cleaning cloths, a stiff brush, dry and wet mop, dust pan

**Operation:**

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Sweep the floor start at the farthest point into the bathroom and sweep towards the toilet entrance door; sweep debris into a dust pan.
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Apply diluted cleaning solution on to floor and scrub from farthest point towards entrance, ensuring dirt/dust are scrubbed from entire floor.
- Clean bathroom floor and grout. Be sure to scrub behind the door, under counter and, behind / around toilet base.
- Floors have to be cleaned regularly with diluted Cleaning solution.
- They have to be mopped wet and wipe dry, leaving no dust on the floor.



- Recheck entire floor to ensure no wipe marks are left on the tiles.
- Care has to be taken around W/C and under washbasin, vanity to make sure all floor is dry.
- Wipe all surfaces again with a dry mop.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place

**46. Upholstery cleaning and vacuum fabric:**

**Materials/cleaning agents required for cleaning:** Protective gloves, Vacuum cleaner, Clean damp cloth, brush.

**Operation:**

- Collect all the equipments and cleaning agents
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Place the caution sign board at the entrance
- Remove loose cushions and place them on the furniture.
- Stain to remove as per stain removal procedure.
- Wipe spills from vinyl or leather furniture with a damp cloth.
- Wipe the fabric with a clean, damp cloth.
- Brush the upholstery with upholstery brush in one direction.
- Upholstery should be dust and stain free at all given times.
- Vacuum fabric surface
- Vacuum the fabric surface or leather surface with at most care.
- Vacuum visible surfaces.
- Vacuum under cushions and in cracks and crevices.
- Be careful while vacuuming under the folds, buttons and other features that collect crumbs and dust.
- Do not damage the buttons, folds and other delicate works on the upholstery.
- Spray Air freshener
- Take out all equipment and cleaning agents
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at the designated place



**Pantry:**

- Empty and clean the garbage bin and replace the garbage bag
- Clean the pantry wall with wet mop and cleaning solution
- Clean all sanitary fitting with cleaning solution
- Clean the granite counter top with cleaning solution and clean cotton cloth
- Wipe Clean the cupboards walls and inner shelves with diluted cleaning solution
- Equip the pantry with good quality clean crockery, cutlery and glassware
- Clean and sanitize the pantry fridge
- Check all electrical and civil items and report to supervisor for any discrepancy
- Spray room freshener
- Collect all equipment and cleaning agents
- Clean all cleaning equipment & material
- Store all the equipment and cleaning agent at the designated place

**47. Cleaning & Sanitizing of Urinal**

**Material/ Cleaning agent required for cleaning:** Protective gloves, w/c brush, cleaning cloths, dry and wet mop, measuring jar

**Operation:**

- Use measuring jar and add chemical and water to fill in the spray bottle
- Flush water
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Spray the solution
- Clean with the help of WC brush
- Use chemical for the stubborn stains
- Clean the external part of urinal pot using chemical and check duster
- Replenish the sanitary cubes
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place



#### **48. How to Clean Dust**

**Material/ Cleaning agent required for cleaning:** Duster(Yellow duster / Glass duster / Check duster), Spray bottles, Paint Brush, Measuring Jar

##### **Operation :**

- Select the appropriate duster
- For metal surface use Yellow duster
- For Glass surface use Glass duster
- For other surface use check duster
- Use paint brush for those items which can't be clean by the duster
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Use measuring jar and add chemical of water to fill in the spray bottles to make water solution
- Fold the duster
- Spray solution on duster
- Start dusting systematically, clockwise or anti clockwise, from top to bottom, lift each and every items and placing it back in the right position
- Repeat till the complete surface is duster
- Ensure that the surface is clean by visual inspection
- Collect all equipment
- Wash the duster
- Store all the equipment
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents

#### **49. Restock, Replenishment of Toilet supplies**

##### **Operation:**

- Bathroom amenities/ supplies have to be replenished daily.
- Empty out the dustbin and wash thoroughly & then sanitize
- Check the paper napkins in the box and replace if empty.
- Remove the protection tab from the tissue box and then pull one tissue and fold in a triangular shape. This will ensure that the other tissues will come out easily when pulled.
- At any given time a full set of standard supplies has to be available in the toilet.
- Check the hand wash dispenser nozzle for the free flow of hand wash soap
- Not to replenish soap till the time it is not less than half the size.
- List of sample supplies used in bathroom:
  - Liquid soap
  - Tissue Box
  - Paper napkin dispenser
  - Toilet Roll



- Replacement of toilet paper in Dispenser:
- Check if there are any rolls that need replacing.
- Remove the empty rolls and put in the dustbin.
- Replace the toilet tissue roll when there is less than one third left.
- Replace them with the new ones.
- Install the roll so that the paper feeds over the top away from the wall.
- Fold the ends of the rolls neatly in triangle shape.
- The toilet roll dispensers have to be one complete roll or half at all times.

#### 50. Standard Check list for Cleaning Staff - Guest Toilet

To be Checked-Regularly

Sr No.	Expected Standards	Yes	No
1.	Light switches of the toilet working properly		
2.	Inner and outer body of door including top, bottom and inner edges are clean and shiny		
3.	Frame including outer edges, upper edges and inner edges are in good condition and free of dust		
4.	Door knobs and locks are in working condition		
5.	Bathroom wall paint and mirror is free of spots or marks		
6.	Hinges and ventilation are neat and clean		
7.	Wall lights including the inside of the shade are free of dust and spots		
8.	A/C vent clean and working		
9.	Exhaust fan clean and working(if any)		
10.	Sockets and plates are clean and firmly fixed to the wall, cover plate and electrical hand blower are free of dust and working		
11.	Faucets are polished having no water marks		
12.	Overflow and inner rim are clean, joints are free of dirt		
13.	Hand basin are properly cleaned , stopper is clean and free of mold or residue		
14.	All toilet supplies and amenities are neatly arranged and in good condition, replenish all items as per the set standard		
15.	All pipes and bathroom tiles are clean and free of dust of other residue		



16.	All chrome fixtures are cleaned and polished duly. Ensure no lime scale and soap build up and no mold on grouting		
17.	Toilet seats, covers and bowls are cleaned with no residue left		
18.	Toilet roll holder is clean and roll neatly placed		
19.	Toilet hand spray jet is clean and working properly		
20.	Bathroom floor is clean and dry and tile/marble shiny		
21.	Cleaning material and equipment clean and stored, invisible to guest		
22.	<b>For all electrical and civil complaints, to be immediately inform the superior official.</b>		

### 51. Detailed AAI checklist – Toilet cleaning

Location: \_\_\_\_\_

Washroom No. : \_\_\_\_\_

S No.	Theme	Expected Standards	Status (Ok/Not OK)	Infraction units	Remarks
1	<b>Workforce</b>	<i>Staff present for the shift (100% or not)</i>			
		<i>Staff present at the time of inspection</i>			
		<i>Proper staff deployment (Is it &lt;95%?)</i>			
		<i>Staff in full or proper uniform</i>			
2	<b>Toilets / Urinals Infrastructure</b>	<i>All toilets clean and dry</i>			
		<i>Discoloration of toilets not existent</i>			
		<i>Disinfectant used for cleaning</i>			
		<i>Toilet seat covers proper</i>			
		<i>Tissue papers not lying and</i>			



		<i>Clean cubicle door without graffiti</i>			
		<i>WC / EWC Flush working</i>			
		<i>Waterjet in WC/EWC functional</i>			
		<i>Toilet bowl / seat cover is stain free</i>			
		<i>Functional urinals without chokage</i>			
3	<b>Consumables</b>	<i>Hand wash holder present</i>			
		<i>Hand wash holder has soap</i>			
		<i>Hand wash holder not leaking</i>			
		<i>Air freshener machine present</i>			
		<i>Air freshener available in the machine</i>			
		<i>Toilet paper roller present</i>			
		<i>Toilet paper roller has enough paper</i>			
		<i>Toilet paper roller functional</i>			
		<i>Hand tissue container has enough tissues</i>			
		<i>Hand tissue container in proper form</i>			
		<i>Urinal deodorizer blocks present</i>			
		<i>Cleaning material as prescribed in contract</i>			
		<i>Cleaning material available</i>			
4	<b>Other Infrastructure</b>	<i>Dustbin present in each cubicle</i>			
		<i>Dustbin present in toilet</i>			
		<i>Cloth hangers present in each cubicle</i>			
		<i>Big sized mirror present in the toilet</i>			



		<i>Door locks are properly working</i>			
		<i>No floor tile broken</i>			
		<i>No wall tile broken</i>			
		<i>No chipping on walls</i>			
		<i>Cleaning equipment present and functional</i>			
5	<b>Cleanliness</b>	<i>No stains on mirror</i>			
		<i>No water logging on the toilet floor</i>			
		<i>No water logging in cubicles</i>			
		<i>No stains on toilet seats</i>			
		<i>Wall paint is proper and no stains on walls</i>			
6	<b>Electronic Fixtures</b>	<i>All urinal Sensors functional</i>			
		<i>All washbasin sensors functional</i>			
		<i>Hand dryer is functional</i>			
		<i>AC and Exhaust are functional</i>			

\_\_\_\_\_  
**Sign of Contract Supervisor**

\_\_\_\_\_  
**Signature of AAI Supervisor**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_



**Annexure – IV**

**Declaration regarding black listing/ debarring of firm**  
**(To be submitted in Envelope-II)**

**UNDERTAKING**

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, ..... (Name of agency), has not been  
blacklisted or debarred by any Government or PSU organization.

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

**DEPONENT**

Place:

Date:



**Annexure – V**

**Proforma for Earnest Money Deposit Declaration**

Whereas, I \_\_\_\_\_ have submitted bids for

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I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) If after the opening of tender, I/We withdraw or modify my / our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

OR

- 2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

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



**AIRPORTS AUTHORITY OF INDIA**  
**N.S.C.B.I. AIRPORT, KOLKATA**  
**BILL OF QUANTITY**

**Name of work: - Job contract for Housekeeping and maintenance of AAI Guest House, New Quarters Residential Complex, NSCBI Airport, Kolkata-52, for the year 2021-22 and 2022-23.**

Sl. No.	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Providing of service through manpower for housekeeping and maintenance of Transit Guest House inside New Quarters residential Complex, NSCBI Airport, Kolkata. Agency has to be provide the following minimum manpower. a) For cleaning – 01 no Unskilled. b) For services – 04 nos. Semiskilled. c) For Supervisor – 02 nos. Skilled <b>(Note:-</b> <b>a) Rate shall be quoted excluding GST &amp; excluding of EPF, ESI &amp; Bonus).</b> <b>b) All cleaning material shall be supplied by AAI.</b>	Months	24	To be quoted in E-tendering portal excluding GST	*****

**Total = Rs.**

(Rupees in Words: .....)

SIGNATURE OF CONTRACTOR

SIGNATURE OF ISSUING OFFICER