

# **AIRPORTS AUTHORITY OF INDIA**

**NETAJI SUBHAS CHANDRA BOSE  
INTERNATIONAL AIRPORT, KOLKATA**

**DEPARTMENT OF OPERATIONS  
TERMINAL MANAGEMENT**

## **TENDER DOCUMENT**

**FOR**

**Mechanized Environmental Support  
Services (MESS- QCBS) for Carpet tiles,  
Sofa, chairs, etc. at New Integrated  
Terminal Building, NSCBI Airport, Kolkata.**

**TENDER ID: 2022\_AAI\_112025\_1**

**Revision-5.0 : 2022**

**I N D E X**

**Name of Work: Mechanized Environmental Support Services (MESS- QCBS)  
for Carpet tiles, Sofa, chairs, etc. at New Integrated Terminal Building, NSCBI  
Airport, Kolkata.**

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This Notice Inviting e-Tender Document Contains Pages serially numbered.

**Sd/-  
AGM (OPS)**

## **AIRPORTS AUTHORITY OF INDIA**

### **NOTICE INVITING e-TENDER**

1. Item rate tenders are invited through the e-tendering portal <https://etenders.gov.in/eprocure/app> by AGM(OPS-TM), Third Floor, Operational Office Building, AAI, NETAJI SUBHAS CHANDRA BOSE INTERNATIONAL AIRPORT, KOLKATA, West Bengal on behalf of Chairman, AAI, from registered Firms / Companies / specialized agencies / Contractors having experience, for the work of **"Mechanized Environmental Support Services (MESS- QCBS) for Carpet tiles, Sofa, chairs, etc. at New Integrated Terminal Building, NSCBI Airport, Kolkata."** at an estimated cost of **Rs. 1,87,36,456/- (Rupees One Crore Eighty Seven lakhs Thirty Six thousands Four Hundred and Fifty Six only) (excluding GST)** with period of completion Three (03) years and extendable for Two (02) year subject to satisfactory performance.

The tendering process is online at e-portal URL address <https://etenders.gov.in/eprocure/app> or [www.aai.aero](http://www.aai.aero) Aspiring bidders may go through the tender document by login the CPP Portal.

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for bidders", register themselves at AAI e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help Files' available in the Home Page after log in to the 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.

For any technical assistance with regard to functioning of CPP Portal the bidder may contact to following AAI help desk number between 08.00 hrs to 19.00hrs:  
011-24632950, Ext: 3512, 3505 & 3523; E.Mail address: [eprochelp@aai.aero](mailto:eprochelp@aai.aero); [sanjeevkumar@aai.aero](mailto:sanjeevkumar@aai.aero)

Tender fees of Rs. 1770/- (Tender fee of Rs. 1500 + GST of Rs. 270) non-refundable will be required to be paid online through CPP E-tendering portal. Last date and time of submission of tender documents is **25.04.2022 upto 1700 hrs.**

**EMD of the value Rs. 1,24,910/- (Rupees One lakhs Twenty Four thousand Nine hundred and Ten only )shall be accepted** online through the CPP E-Tender portal.

2. Following two envelopes shall be submitted through on-line e-portal by the bidder. Last date and time of submission of bids (Envelope I & II) is **25.04.2022 Upto 1700 hrs.**

**Envelope-I: - Containing Tender fees, EMD, Pre Qualifying requirements (PQ) & Technical Bid of Contractor / Firm:-**

**A. Pre Qualifying requirements (PQ) :-**

The tenderer shall submit their application on e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents and firm's bio-data in support of their meeting each criteria mentioned below in the portal. Hard copy of application shall not be entertained.

Qualifying requirements of contractor / firms:

- i) Agency specialized in the similar nature of work and registered with Registrar of Companies / Firms / Central Govt. / State Govt. as the case may be and having Permanent Account Number.
- ii) The Bidder should have experience of similar works (*definition of similar works as below*) during the last seven years ending on 31/03/2022. The bidder has to submit the relevant **work experience certificates** to the tune of 03 works each of 40% of annual estimated value (i.e. 03 works each of Rs. 24,98,194/-) (or) 02 works each of 50% of the annual estimated value (i.e. 02 works each of Rs. 31,22,743/-) (or) 01 work of 80% value of the annual estimated value (i.e. 01 work of Rs.49,96,388/-) in last 07 years.

**Similar nature works mean – Mechanized cleaning of airport terminals, non-residential PSU / Govt. office buildings, MNC Buildings/ Cyber city, shopping malls / complex, Five Star Hotels, Multispecialty Hospitals, metro rail premises, Embassies buildings, Supreme court of India / High court buildings, Parliament/ Vidhan Sabha buildings.**

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

- iii) Should have annualized average financial turnover of Rs. 18,73,646/- against works executed during last three years ending **31st March 2021**. As a proof, CA attested copy (with UDIN) of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- iv) **The Bidders to submit the proof of the owning the machineries OR Hire agreement with the Equipment Owners (On Stamp Paper of Rs 100/-) as**

**mentioned in Annexure –A.**

v) Scanned copy of Tender Fees, EMD, the Unconditional Acceptance of AAI's Tender Conditions, non-black listing Affidavit and integrity pact (if applicable).

vi) All documents issued/attested by Charter accountant shall have UDIN. Any document issued/attested by Charter accountant without UDIN shall not be accepted.

#### **B. Technical Bid:-**

Documents for Technical Evaluation (Segregated type) having separate file of each criteria including hard copy of presentation in PPT(<15slides).

#### **TECHNICAL BID EVALUATION.**

**The technical bids of qualifying bidders (i.e. only those, who fulfill the complete PQ criteria as per tender conditions) shall be evaluated based on the available documents submitted by the bidder.** To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

#### **TECHNICAL BID EVALUATION (SEGREGATED TYPE) (Additional Eligibility Criteria)**

1. The Client shall follow the system where the technical bid and financial bid shall be evaluated separately.

2. The tendering evaluation shall be done on weightage with **70% to technical evaluation** and **30% to financial evaluation**.

3. The technical bid evaluation shall be done based on the following criteria:

4. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

S.No	Criteria	Max Marks	Conditions & Score	Remarks/Documents for submission in technical bid folder
01	Firm turnover	20	(a) If firm turnover more than <a> - <b>(20Marks)</b>	Firm turnover is defined as the average turnover from facility management services

			<p>(b) If firm turnover is 75% of &lt;a&gt; to &lt;a&gt; - <b>(15Marks)</b></p> <p>(c) If firm turnover is 50% of &lt;a&gt; to less than 75% of &lt;a&gt; - <b>(10 Marks)</b></p> <p>(d) If firm turnover is 25% of &lt;a&gt; to less than 50% of &lt;a&gt; - <b>(05 Marks)</b></p> <p>(e) If firm turnover is less than 25% of &lt;a&gt; - <b>(02 Marks)</b></p> <p><b>Note: &lt;a&gt; is equal to four times of total estimated cost of work in Crores/Lacs.</b></p>	<p>comprising mechanized cleaning work over the last 3 years.</p> <p>Chartered Accountant verified / audited turnover statements reflecting UDIN to be furnished as proof for the same.</p>
02	Scale & Size of Operations	15	<p>(a) Single work of similar nature work more than &lt;b&gt; during awarded work duration- <b>(15 Marks)</b></p> <p>(b) Single work of similar nature work is 75% of &lt;b&gt; to &lt;b&gt; during awarded work duration – <b>(10 Marks)</b></p> <p>(c) Single work of similar nature work is 50% of &lt;b&gt; to less than 75% of &lt;b&gt; during awarded work duration - <b>(05 Marks)</b></p> <p>(d) Single work of similar nature work is less than 50% of &lt;b&gt; during awarded work duration – <b>(02 Marks)</b></p> <p><b>Note: &lt;b&gt; is equal to annualized estimated cost of work in Crores/Lacs.</b></p>	<p><b>Similar nature works mean – Mechanized cleaning of airport terminals, non-residential PSU / Govt. office buildings, MNC Buildings/ Cyber city, shopping malls / complex, Five Star Hotels, Multispecialty Hospitals, metro rail premises, Embassies buildings, Supreme court of India / High court buildings, Parliament/ Vidhan Sabha buildings.</b></p> <p>Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work</p> <p>Level of satisfaction of client with work needs to be mentioned in the work experience certificate.</p> <p>Highest work value performed over the last 7 years of the</p>

				single work will be considered for evaluation with min. of 1 year of execution of contract completed (Ongoing works meeting above criteria will be considered)
<b>03</b>	<b>No. of Projects</b>	<b>15</b>	<p>(a) No. of works of similar nature <math>\geq 07</math> – <b>(15Marks)</b></p> <p>(b) No. of works of similar nature greater than or equal to 05 but lesser than 07 – <b>(10Marks)</b></p> <p>(c) No. of works of similar nature greater than or equal to 02 but lesser than 05 – <b>(05Marks)</b></p> <p>(d) No. of works of similar nature lesser than 02 – <b>(02 Marks)</b></p>	<p>Definition of similar works - same as above but with at least 1 year duration. Work can be completed work / ongoing work and should have at least 1 year of work executed and should have been performed over the last 7 years.</p> <p>Value of each works contract should not be less than <b>(50% of annual estimated cost)</b> over awarded duration.</p> <p>Self-Attested copy of experience certificates for completed work / ongoing work issued by the Organization awarding work shall be acceptable. References of clients are also requested.</p>
<b>04</b>	<b>Manpower on Roll</b>	<b>15</b>	<p>(a) Overall manpower on roll more than &lt;c&gt; - <b>(15 marks)</b></p> <p>(b) Overall manpower on roll is 50% of &lt;c&gt; to &lt;c&gt; - <b>(10 Marks)</b></p> <p>(c) Overall manpower on roll is 25% of &lt;c&gt; to less than 50% of &lt;c&gt; - <b>(05 Marks)</b></p> <p>(d) Overall manpower is less than 25% of &lt;c&gt; - <b>(02 Marks)</b></p> <p><b>Note: &lt;c&gt; is equal to ten times of per day</b></p>	<p>Manpower on roll will be all employees on the books of the company on the date of release of the tender</p> <p>Duly CA audited statement (with UDIN) of manpower wages/ manpower roll for the previous four quarters to be submitted as part of the technical bid.</p> <p>For winning contractor, EPFO Challan /bank account statement in support of available</p>

			<b>estimated manpower.</b>	manpower (duly submitted to EPFO) in respect of the previous four quarters may be verified during award of contract. Inability to produce the same will lead to blacklisting of agency from future AAI MESS tenders
<b>05</b>	<b>Quality Focus &amp; Capability</b>	<b>10</b>	One year old (ISO45001 OR OHSAS:18001*) -10 Marks *Bidders producing OHSAS18001 should obtain ISO 45001 after 31.03.2021.	QA certification should have been obtained at least a year before the date of the tender release. Certification should be valid with undertaking for periodic renewal
<b>06</b>	<b>Possession of Machinery</b>	<b>15</b>	<p>(a) If Invoice Value / Invoice value of Rented of Machinery more than &lt;d&gt; - <b>(15 Marks)</b></p> <p>(b) If Invoice Value / Invoice value of Rented of Machinery is 50% of &lt;d&gt; to &lt;d&gt; - <b>(10 Marks)</b></p> <p>(c) If Invoice Value / Invoice value of Rented of Machinery is 25% of &lt;d&gt; to less than 50% of &lt;d&gt; – <b>(05 Marks)</b></p> <p>(d) If Invoice Value / Invoice value of Rented of Machinery is less than 25% of &lt;d&gt; - <b>(03 Marks)</b></p> <p><b>Note: &lt;d&gt; is equal to total estimated machines cost in Crores/Lacs.</b></p>	<p>The Bidders to submit the proof of the owning the machineries i.e. "CA certificate (with UDIN) showing total Invoice value of machineries as mentioned in Annexure-A on 31st March of the previous financial year"</p> <p>OR</p> <p>"Hire/Rent/Lease agreement with the Equipment Owners (On Stamp Paper of Rs 100/-) with details of the Rent Value of machineries and detail of invoice value of machinery as mentioned in Annexure-A on 31st March of the previous financial year".</p> <p>Note:-</p> <p>1) In case of Rented Machinery, bidder has to submit CA Certified proof (with UDIN) of payment made towards rent.</p> <p>2) All machines should be in the possession of bidder and should not be more than 05 years old. Hydraulic Aerial Access platform/ Z</p>



				Boom / Crawler Boom Lift should not be more than 7 years old.
07	Presentati on	10	<p>'Presentation by the firm on the work to be done;</p> <p>(a) Work plan methodology (Chemicals / Machinery / Manpower) with cleaning plan for critical areas of referred airport - (05 marks)</p> <p>(b) New Technology usage / Innovations in Housekeeping - (03 Marks)</p> <p>(c) Worker retention / incentive plan (02 Marks)</p>	<p>'Presentation will be evaluated by a panel appointed by AAI on the aspects defined in scoring criteria</p> <p>Bidders are encouraged to study the referred airport and also suggest improvements for upkeep. Bidder is supposed to explicitly detail out work plan of chemical usage (make and monthly consumption quantity), manpower deployment (quantity and qualifications) as well as machinery plan (no. of machines and make) in the presentation.</p> <p>Work plan details of machinery, chemicals, manpower as well as innovations showcased in presentation will be added to work contract / agreement and contractor will be bound to adhere to it at all costs</p> <p>Presentation needs to be given In-person and Date of Presentation will be intimated.</p>

**5. A Bidder should secure mandatorily a minimum of 70% marks** (i.e. 70 marks out of total 100 marks as per para 4) in Technical Evaluation in order to be a qualified bidder **for being eligible for Technical weightage and subsequently for opening of financial bids.**

AAI reserves the right to lower the qualification marks of 70% if at least 2 bidders do not achieve the 70 marks out of total 100 marks as per para 4.

**6.** The total marks obtained by a Bidder in the technical bid (as per 4) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

### Illustration 1 (for Technical weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 4, his technical evaluation value shall be: 56 i.e. (80x70%)

7. The Bidder shall be required to produce attested copies of the relevant documents in support of para 4 in addition to the documentary evidences for (PQQ documents) for being considered during technical evaluation.

8. A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

(i) The responsiveness of the bid, i.e. receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents in proof of meeting the minimum eligibility criteria.

(iv) Any other documents as required to support the responsiveness of the **bidder, as per tender**.

9. The bidder who qualified in the technical evaluation stage shall only be considered for opening of financial bids. Client shall intimate the bidders, the time / venue for the **financial Bid opening**.

### 10. FINANCIAL BID OPENING PROCEDURE

**10.1** The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders / their authorized representatives, who choose to be present at the time of opening of the financial bids.

**10.2** Absence of bidders or their authorized representatives shall not impair the legality of the process.

**10.3** The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid price would be arrived at after detailed scrutiny /correction of arithmetical error in the financial bid.

**10.4** Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in Para 11.

### 11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

**11.1** The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

**11.2** The Bidder with the lowest bid Prices (L1) shall be assigned full 30 Marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

### **Illustration 2**

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs. 500/- for being L-1, then his total value shall be **86** i.e. (56 Technical Value + 30 financial Value)

**11.3** The financial scores of the other bidders (i.e. L-2, L-3 ... and so on) shall be computed as under and as explained at Illustration 3 below:

$$30 \times 500 (\text{Lowest prices i.e. L1 Price}) / \text{Quoted Value (L-2 OR L3..)}$$

### **Illustration 3**

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs. 625/-, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under.

$$30 \times 500 (\text{Lowest prices i.e. L1}) / 625 (\text{Quoted prices- L2}) = 24 (\text{financial score})$$

Therefore L-2 Bidder shall have total value of **80** (56 Technical Value + 24 Financial values)

**11.4** The bidder's ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

**11.5** The Bidder meeting the minimum eligibility criteria and with the **highest Marks/rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.

**11.6** If there is a discrepancy between and figures, the amount in words shall prevail.

**Envelope-II:** - The Financial e- Bid shall be submitted in "Items" section of e-tendering portal. Unconditional rebate i.e. header discount (%) if any is to be put in "Bid Invitation Information Price Component" section only.

3. EMD shall be paid online as mentioned in Para 1 above.
4. Bid Opening process is as below: Bids shall be submitted online only at CPP Portal <https://etenders.gov.in/eprocure/app>.

**Envelope I containing scanned copies of the following documents (Tender fees, EMD, PQ & Technical bid)**

- i. Proof of the Tender fees
- ii. Scanned Copy of the EMD

- iii. Scanned Copy of the Affidavit on Stamp paper of Rs100/- for non- black listing of contractor and integrity pact (if applicable).
- iv. Scanned Copy of the Unconditional Acceptance of the AAI Contract Conditions
- v. Registration Certificate of the Company
- vi. Attested copy of experience certificates for completed work / ongoing work issued by the organization where work has been performed shall be acceptable.
- vii. Proof of Owning / Hiring Agreement of Machinery / equipment / T&P as per Annexure -A.
- viii. PAN Card Details
- ix. Turn Over Certificate
- x. Balance Sheet showing Profit & Loss for the last three years.
- xi. **Technical Bid:-** Documents for Technical Evaluation (Segregated type) having separate file of each criteria including hard copy of presentation in PPT(<15slides).

Envelope 1 opening date is **26.04.2021 at 1500 hrs** (Any changes in the date of opening in the date shall be intimated through e-tendering portal).

**If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope – I, he will be asked to provide it through short fall folder in CPP e-tender portal.** The bidder shall upload the requisite clarification / documents within specified time by AAI, failing which the tender will be liable to be rejected.

**Envelope-II:** The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened on **06.05.2022 at 1500 hrs.** (Depending on Technical Bid evaluation any changes in the date shall be intimated through e-tendering portal).

#### **CRITICAL DATES:**

<b>S.No</b>	<b>Activity</b>	<b>Date</b>	<b>Time in IST</b>
1)	Publishing Date	04.04.2022	17:45 hrs
2)	Bid Document Download / Sale start Date (Next day of publishing date)	05.04.2022	17:00 hrs
3)	Clarification Start Date	05.04.2022	17:30 hrs
4)	Clarification End Date	20.04.2022	17:00 hrs
5)	Bid Submission Start Date	05.04.2022	17:00 hrs
6)	Bid Submission End Date	25.04.2022	17:00 hrs
7)	Opening of envelope- I (Eligibility & Technical bids) on the e-portal	26.04.2022	15:00 hrs
8)	Opening of envelope II, Financial Bids on e-tender portal of eligible bidders	06.05.2022	15:00 hrs

5. AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.
6. AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing works / project(s) is below par or unusually poor. And has been issued letter to restart/ temporary /permanent debar by any department of AAI. AAI reserve the right to verify the credentials submitted by the applicant submitted by the agency at any stage (before or after the award of the work) If at any stage, any information / documents submitted by the applicant is found to be false, or have some discrepancy which disqualifies the firm then AAI shall take following action:
  - i) Forfeit the entire amount of EMD submitted by the firm.
  - ii) The agency shall be liable for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.
7. Consortium /Joint Ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
8. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.
9. If the entity participation in any of the tenders is a private or public limited company. Partnership firm or proprietary firm and any of the Directors / Partners of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to Authority, then the said entity shall not be allowed to participate in AAI tenders.

AGM (OPS)  
Airports Authority of India,  
NSCBI Airport,  
Kolkata

**ANNEXURE –A**

**List of machinery /equipment/T&P**

S.No.	Description of machinery /equipment/T&P
1.	Wet & Dry Vacuum Machine with applicable accessories for cleaning shampooing of sofa/carpet/chairs

**Note:**

- 1) All machines should be in the possession of bidder and should not be more than 05 years old at any time during the validity of the contract.

**Annexure B****CHECK LIST FORMAT TO BE SUBMITTED BY APPLICANTS ALONG WITH TENDER APPLICATION****Name of work:**

S N	NIT Parameter	Particulars of firm/contractor
1	Name and address of the firm/contractor.	
2	PAN no of the firm.	.....(Documents enclosed herewith at appendix -----)
3	Contractor's registration / proof as Specialized Agencies / Contractors in Mechanised cleaning & sweeping	.....(Documents enclosed herewith at appendix -----)
4	<p>The Bidder should have experience of similar works (<i>definition of similar works as below</i>) during the last seven years ending on 31.03.2022. The bidder has to submit the relevant <b>work experience certificates</b> to the tune of 03 works each of 40% of per annum estimated value (i.e. each work of Rs. 24,98,194/-) (or) 02 works each of 50% of the per annum estimated value (i.e. two works each of Rs. 31,22,743/-)(or) 01 work of 80% value of the per annum estimated value (i.e. one work of value Rs.49,96,388/-) in last 7 years.</p> <p><b>Similar nature works mean – Mechanized cleaning of airport terminals, non-residential PSU / Govt. office buildings, MNC Buildings/ Cyber city, shopping malls / complex, Five Star Hotels, Multispecialty Hospitals, metro rail premises, Embassies buildings, Supreme court of India / High court buildings, Parliament/ Vidhan Sabha buildings.</b></p> <p><b><i>Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work</i></b></p>	.....(Documents enclosed herewith at appendix -----)
5	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.	.....(Documents enclosed herewith at appendix -----)
6	TDS certificates certified non-Government/Non PSU organization should be submitted for the work executed for non-Government/Non PSU organization commensurate with the amount of work completed (each work should have separate TDS index sheet on top of TDS certificates).	.....(Documents enclosed herewith at appendix -----)
7	Should have annualized average financial turnover of Rs. 18,73,646/- (30% of per annum estimated cost)	.....(Documents enclosed herewith at appendix -----)

	against works executed during last three years ending 31st March 2021.	-----)
8	Abridged Balance Sheet of the firm shall be submitted along with the application. Firm showing continuous losses for the last three years in the balance sheet shall be rejected.	.....(Documents enclosed herewith at appendix -----)
9	Should have qualified supervisor and requisite T&P. ( List of manpower and T&P to be enclosed) owned/hired/leased supporting documents to be attached with application.	.....(Documents enclosed herewith at appendix -----)
10	Documents for Technical Evaluation including hard copy of presentation in PPT (<15 slides) ( Segregated type)	.....(Documents enclosed herewith at appendix -----)



## **AIRPORTS AUTHORITY OF INDIA**

### **NOTICE INVITING TENDER**

1. Sealed item rate Tenders are invited on behalf of the Airports Authority of India for the work as mentioned at **Page No. 88**. The estimated cost of the work is mentioned at **Page No. 88**.
2. The Tenders shall be in the prescribed Form.
3. The works are required to be completed within the period as mentioned at **Page No. 88**.
4. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
5. The Accepting Authority as mentioned at **Page No.88** shall be the Accepting Officer hereinafter, referred to as such for the purpose of this tender.
6. Tender document can be downloaded from the CPP e-tendering portal. Tender fee of Rs. 1770/- (Rs 1500 plus GST of Rs. 270) is to be paid online through CPP E-tendering portal (If applicable).
7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the work (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T & P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labours etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
8. 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

uploaded with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

9. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of local conditions, local material rates and other factors bearing on the execution of the works.
10. All rates shall be quoted in item section on E-Tender portal as Envelope II ( Price Bid).
11. In the case of item rate Tenders only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected.
12. As this tender is an Item rate Tender, rates for all items quoted shall only be considered. Any tender containing percentage below / above the total estimated cost is liable to be rejected. Tenderers which propose any alteration in the works 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.
13. EMD of the value of as given in page 88 of Schedule-A of the tender (GCC) shall be accepted online through the CPP E-Tender portal.

Note: EMD in the form of Cash or any other form shall not be accepted. Vendors shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of EMD via Bank Transfer in the form of RTGS/NEFT to any AAI employee during the process of the tender. In no scenario the vendors are required to submit /contact any AAI employee for physical submission of any documents before opening of the Bids.

The Tenders of the bidders who fail to submit the original BG towards EMD before the stipulated time shall be rejected outright.

### **Refund of EMD**

EMD of unsuccessful bidders received through online mode shall be refunded online through the same mode only and it shall be refunded in the Bank Account whose details are provided on the portal at the time of submission of the tender. EMD of unsuccessful bidders received through bank guarantee shall be refunded by post on the address as provided by bidder in e portal.

The refund of EMD to bidders who fail to qualify the eligibility / technical stage shall be initiated automatically within 7 days of their rejection. For all bidders whose financial bids are opened the refund of EMD except for L1 bidder shall be processed within 7 days of opening of the financial bid.

14. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
15. A **responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
16. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
17. Airports Authority of India will return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.
18. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
19. The Tenderer shall not be permitted to tender for works in Airports Authority of India responsible for award and execution of contracts, in which his near relative is posted as Manager or Sr. Officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.
20. The contractors shall give a list of AAI employees related to him.
21. No officer of Executive / Gazetted rank or other Executive / Gazetted Officer employed in any Department of Airports Authority of India / Govt. of India is allowed to work as a contractor for a period of two years retirement from Airports Authority of India / Government service, without the previous permission of Airports of India / Govt. of India. The 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 Airports Authority of India / Govt. of India as aforesaid before submission of the

Tender or engagement in the contractor's service.

22. The Tender for works shall remain open for acceptance for a period of ninety days from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
23. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorised representative shall be communicated to the Airport Director or his authorised representative.
24. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
  - a) Forfeit the **entire amount of EMD** submitted the firm.
  - b) Debar the firm for a period to be decided by the committee duly constituted by the competent authority for this purpose.
25. All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor there upon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Airport Director or his authorised representative (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
  - a) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and / or Airport Director or his authorised representative and further shall furnish such other information/document as the Airport Director or his authorised representative may require from time to time.
  - b) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th amendment) Act 1982, give a written notice thereof to the Airport Director or his authorised representative that the same is given pursuant to this condition, together with all necessary information relating thereto.

26. The site for the work is available.
27. This notice of Tender shall form part of the contract documents. The successful Tenderer / contractor, on acceptance of his Tender by the Accepting Authority, shall within 15 days from the date of award of work sign the contract consisting of Notice inviting Tenders, General conditions of contract, special / additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

28. **PURCHASE PREFERENCE TO PUBLIC ENTERPRISES**

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

29. The AAI reserves the right to ask for submission of sample in respect of material for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer who is called upon to do so does not submit samples within 7 (Seven) days of written order to do so, AAI shall be at liberty to forfeit 50% of the said earnest money absolutely and reject the tender.

30. **SUBMISSION OF BANK GUARANTEE**

The agency shall advise the branch of the bank issuing bank guarantee to send the original Bank guarantee directly to the Airports Authority of India (AAI) under Registered Post (A.D). However, in exceptional cases, where the guarantee is to be handed over by agency to the AAI for any genuine reasons, the branch shall immediately send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional / Controlling Branch of the issuing Branch in a suitable space in the Bank Guarantee. The A.D card shall be kept with relevant guarantee.

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

While submitting BG, the tenderer **shall attach copy of the SFMS BG Confirmation message** sent by the BG issuing bank to ICICI bank.

The tenderer shall use the following bank details for BG:

**CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA**

**BANK NAME: ICICI BANK**

**IFSC CODE: ICIC0000007**  
**BG ADVISING MESSAGE: IFN 760COV (BG ISSUE)**  
**IFN767COV (BG AMENDMENT)**  
**UNIQUE IDENTIFIER CODE: AAIKOLKATA**

While submitting the documents to BG issuing bank, the tenderer will also submit letter to the issuing bank as per the format mentioned in **Annexure-C**

31. The rate quoted by the agency shall be in Indian rupees only and inclusive of all the taxes & duties, what so ever including excise duty, VAT / sales tax, labour, cess, octroi, if any, work contract tax, applicable custom duties, labour, tool and plants, packing freight / transportation of items up to the Airport / place of working i/c insurance up to the site, loading, unloading and hoisting arrangement for installation, testing of machinery including the fee (s) payable for obtaining the statutory license / approval etc. from the concerned departments but excluding the GST. GST, if applicable, paid by the agency for this work will be reimbursed by AAI on actual basis on production of documentary evidence.
32. The agency awarded the MESS/(Non-QCBS)MESS contract for terminal/ancillary buildings at airport are eligible to participate in Glass & Façade tender for same airport (in case Glass & Façade contract for buildings is considered separately)  
One agency will not hold more than one MESS/(Non-QCBS)MESS contracts for terminal building at same airport. However, agency can hold additional contract for associated Glass & Façade cleaning.
33. The current intended contract is a composite contract involving material and labours both. Such contracts involving transfer of property in goods in the execution of the contract are liable to be taxed under the provisions of MVAT Act as deemed sale transactions / works contracts and differ from procurement of services and goods.

Hence, the contract does not fall under the purview of Public Procurement Policy on procurement of goods & services from Micro and Small Enterprises (MSEs) by all Central Ministries/Departments/PSUs of the Government of India, vide Gazette of India No. 503 dated 26.03.2012.

**34. “Novation Clause:**

The contract period is 03 years or the date of transfer of the airport under the PPP mode / O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

### **Obligations relating to Transfer**

“The Authority agrees that during the Contract Period, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that;

The Authority shall cause to transfer/novate this Agreement, in favor of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and

The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Contractor shall be vested in such third party.”

For and on behalf of  
Airports Authority of India  
Signature:  
Designation: AGM (OPS-TM)  
Date:

**Annexure C**

**Request letter Transmission of Bank Guarantee Cover Message (to be submitted by applicant to BG issuing bank)**

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

**The Manager,  
(Bank),  
(Branch)**

**Sub: Inclusion of unique identifier code of AAI while transmitting BG cover message where beneficiary bank is ICICI (IFSC- ICIC0000007)**

Dear Sir/Ma'am,

I/we \_\_\_\_\_, request you to include unique identifier AAIKOLKATA in field

7037 of SFMS cover message IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank IFSC – ICIC0000007).

Thanking you,

\_\_\_\_\_  
(Vender/customer/concessionaire)



**AIRPORTS AUTHORITY OF INDIA**  
**Item Rate Tender & Contract for Work**

Location: NETAJI SUBHAS CHANDRA BOSE INTERNATIONAL AIRPORT, KOLKATA, WEST BENGAL

Item rate 'e' - Tender for the work of: **Mechanized Environmental Support Services (MESS- QCBS) for Carpet tiles, Sofa, chairs, etc. at New Integrated Terminal Building, NSCBI Airport, Kolkata** by AGM (OPS) for and on behalf of Chairman, AAI.

**CRITICAL DATES:**

S.No	Activity	Date	Time in IST
1)	Publishing Date	04.04.2022	17:45 hrs
2)	Bid Document Download / Sale start Date (Next day of publishing date)	05.04.2022	17:00 hrs
3)	Clarification Start Date	05.04.2022	17:30 hrs
4)	Clarification End Date	16.04.2022	17:00 hrs
5)	Bid Submission Start Date	05.04.2022	17:00 hrs
6)	Bid Submission End Date	25.04.2022	17:00 hrs
7)	Opening of envelope- I (Eligibility & Technical bids) on the e-portal	26.04.2022	15:00 hrs
8)	Opening of envelope II, Financial Bids on e-tender portal of eligible bidders	06.05.2022	15:00 hrs

Bid Manager:-

AGM (OPS),

AAI, NSCBI Airport, Kolkata

## TENDER DECLARATION

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

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

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

A sum of **Rs. 1,24,910/- (Rupees One Lakh Twenty Nine thousand Six hundred Seventy Six only)** is hereby forwarded inform of receipt of a demand draft/ Bank Guarantee (where applicable), of a Nationalised or any scheduled bank (but not from co-operative or gramin bank) as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/ we fail to commence work as specified, I/we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 10.1 10.2 of General Rules & Direction of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Date.....

Signatures of Contractor

Witness:

Postal Address

Address:

Occupation:

## 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 or publication on Central Public Procurement Portal. 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 Bid/tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful Tenderer and the percentage, if any, to be deducted from bills.
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 CPP E-Tender portal as Envelope II / 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 DD or BG of Nationalised 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 DD or BG of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative shall be communicated in writing to the Airport Director .
13. The contractor shall give a list of AAI employees related to him.
14. The contractor shall submit list of works which are in hand (progress) in the following form :-

Name of work	Name and particulars of Divn where work is being executed	Value of work	Position of 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 Airport Director / General Manager (OPS) may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

## CONDITIONS OF CONTRACT

### Definitions

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

(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 total estimated value of 5.0 crore 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 DD or BG of Nationalised Bank or any Scheduled bank but not Co-operative or Gramin bank in accordance with the form annexed hereto. In case a DD or BG 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 DD or BG, 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 Airport Director 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 Airport Director 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 Airport Director.
- (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 DD or BG of Nationalised Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a DD or BG of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said DD or BG, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. 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 DD or BG tendered by the Nationalised bank or Scheduled Banks (but not any Co-operative or Gramin bank) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by Nationalised Bank or any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh.

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

Subject to other provisions contained in this clause, the Airport Director 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 Airport Director 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 Airport Director (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 Airport Director .

- (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 Airport Director.
- (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 Airport Director.
- (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 Airport Director.
- (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 Airport Director 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 Airport Director 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 Airport Director, 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 Airport Director 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 Airport Director by Clause-2 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Airport Director 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 Airport Director 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 Airport Director ) 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 Airport Director , whose certificate thereof shall be final, and binding on the contractor,

foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Airport Director 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 Airport Director 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**

Airport director or his authorised representative and contractor or his authorised 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 Airport Director or his authorised representative and by the contractor or his authorised 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 Airport Director 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 authorised representative is not available and the work of recording measurements is suspended by the Airport Director or his representative, the Airport Director and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised 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 Airport Director 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 Airport Director whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Airport Director, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Airport Director or his authorised 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 Airport Director.

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

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

**CLAUSE 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 Airport Director 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 Airport Director furnish proof, to the satisfaction of the Airport Director that the materials so comply. The Airport Director 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 Airport Director 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 Airport Director 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 Airport Director. 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 Airport Director 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 Airport Director and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Airport Director or his authorised 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 Airport Director 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 Airport Director 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 Airport Director shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Airport Director 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 Airport Director 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 Airport Director

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

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

## **CLAUSE 12**

### **Suspension of Work**

- (i) The contractor shall, on receipt of the order in writing of the Airport Director, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Airport Director may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
  - (a) On account of any default on the part of the contractor or;
  - (b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - (c) For safety of the works or part thereof.  
The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Airport Director.
- (ii) If the suspension is ordered or reasons (b) and (c) in sub-para (i) above:

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

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

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

If it shall appear to the Airport Director or his authorized subordinates in charge of the work or to the Airport Director 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 Airport Director 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 Airport Director 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 Airport Director 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 Airport Director 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 Airport Director 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 Airport Director 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 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 unauthorised made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv)

- (a) The Airport Director concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, 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 Airport Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to nay labours and pay the same to the persons entitled thereto from any money due to the contractor by the Airport Director concerned.

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

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 Airport Director shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 16 D**

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to him,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 16F 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 Airport Director 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 Airport Director shall be final and binding on the parties.

Should it appear to the Airport Director that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition ) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed the contractor (s) (hereinafter referred as "the said Rules") the Airport Director shall have



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

#### **CLAUSE 16 H**

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

#### **CLAUSE 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 Airport Director with vacant possession of complete building. If such building though completed is occupied illegally, then the Airport Director shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Airport Director whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Airport Director, through a notice may require the contractor to remove the illegal occupation any time on or before 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 medi claim 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 Airport Director on behalf of the AAI shall have power to adopt the course specified in Clause 2 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 2 shall ensue.

#### **CLUASE 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 Airport Director shall

be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 18 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 18.

## **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 Airport Director 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 Airport Director / Member (Operations) / Chairman, Airports Authority of India.

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

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

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

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence. It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of

any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

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

It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been 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 Airport Director 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 9, 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 Airport Director.

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

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

amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

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

Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Airport Director on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Airport Director.

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

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

## **CLAUSE 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 Airport Director, 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 Airport Director 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 Airport Director 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 Airport Director 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 Airport Director and shall also note down instructions conveyed by the Airport Director 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 Airport Director – 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 Airport Director-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 Airport Director-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 Airport Director-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 Airport Director- 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 Airport Director 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 Airport Director -in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Airport Director 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 (except GST) or any other tax on materials in respect of this contract shall be payable by the contractor and AAI shall not entertain any claim whatsoever in this respect. However, in respect of GST, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Airport Director after satisfying that it has been actually and genuinely paid by the contractor.

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

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

## CLAUSE 30

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

i) All tendered rates shall be inclusive of all taxes and levies (except GST) payable under

respective statutes. However, pursuant to the Constitution (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 Airport Director (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

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

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 Airport Director 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 Airport Director 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 to tender**

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

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

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

## CLAUSE 36 (Applicable for contracts having estimated cost of Rs. 100 lakhs or more for three years)

### Implementation of Integrity Pact

- 36.1 Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contract who is awarded the work. The Pact signed on each page by the person authorized by the bidder / sub – contractor / associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder. The scanned copy of the same shall be uploaded by the bidder (along with unconditional acceptance as per Annexure-1 of tender documentt in “Technical Bid /Attachments section of e- tendering portal) in Envelop – I shall be enclosed with the agreement by the contractor.
- 36.2 All sub – contractors / associates whose contribution in the project is Rs. 0.50 Crores (Rupees Fifty Lacs) or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub – Contractors / associates accordingly.
- 27.3 The Independent External Monitor (IEM) for this work shall be **as under**. All correspondences regarding implementation of Integrity Pact Shall be addressed to:

<b>Shri J.K. Khanna,</b> IPS (Retd.), A-102, Sector-55, Noida-201307 (UP) Phone No. +91-9810940403 Email: <a href="mailto:jkkhannaips@yahoo.com">jkkhannaips@yahoo.com</a>	<b>Shri Ramabhadran Ramanujam,</b> IAS (Retd.) Residential Address: 44/24, Third Trust Cross Street, Mandavelipakkam, Chennai- 600028 Phone No: +91- 9495511954 Email: <a href="mailto:raamaanuj@gmail.com">raamaanuj@gmail.com</a>
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## CLAUSE 37

### Cost assessment during pandemic/ force majeure situations

The estimate and manpower/consumable requirement mentioned in the tender, have been worked out on the basis of normal traffic movement/growth scenario of pre COVID-19

pandemic. However, the actual required manpower and average monthly consumables will be assessed and reviewed by a constituted committee every quarter from the beginning of contract, considering the present footfall/traffic & forecast in near future.

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

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

**The decision of Airport Director will be final in this regard.**

## **CLAUSE 38**

### **Force Majeure**

#### **38.1 Force Majeure**

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

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

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

- (i) nation-wide lawful strike or lockout by persons other than the Concessionaire's /agency's personnel, employees and workmen; or
- (ii) acts of God, fire, flood, lightning, storm, tornado, earthquake, landslide, soil erosion, epidemics, pandemics, volcanic activity, tsunami or other natural disaster excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement; or
- (iii) loss of or serious accidental damage at the Airport; or
- (iv) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, rebellion, terrorism, revolution, insurrection, military or usurped power, blockade, embargo, hostilities (whether war declared or not), revolution, riot, bombs or civil commotion or civil war; or
- (v) any act, event or circumstance of a nature analogous to the foregoing.

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

- (i) failure or inability to make any payment; or
- (ii) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event; or
- (iii) strikes or labour disputes of any kind or collective bargaining agreements, by/of Concessionaire/agency, resulting in a delay or stoppage of work (other than strikes, labour disputes on a nationwide basis); or
- (iv) economic hardship.

### 38.2 Duty to Report Force Majeure Event

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

- (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 38 with evidence in support thereof;
- (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (iv) any other information relevant to the Affected Party's claim.

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

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

### 38.3 Allocation of Costs Arising out of Force Majeure

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

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

### 38.4 Effect of Force Majeure Event

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

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

#### 38.5 Termination notice for Force Majeure Event

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

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

#### **4. DISPLAY OF NOTICE REGARDING WAGES ETC.**

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

#### **5. PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of

Wages Act 1956.

- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Airport Director under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Airport Director or authorised representative of the Airport Director 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 Airport Director or the authorised representative of the Airport Director 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 Airport Director or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

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

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

## 13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Airport Director concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made

and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Airport Director after Labour officer has given his decision on such appeal.

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

#### **14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

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

#### **15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
  - a) An officer of a registered trade union of which he is a member.
  - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated
  - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :
  - a) An officer of an association of employers of which he is a member.
  - b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
  - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

#### **16. INSPECTION OF BOOKS AND SLIPS**

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

**17. SUBMISSION OF RETURNS**

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

**18. AMENDMENTS**

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

परिशिष्ट / Appendix 'I'

## प्रसूति प्रसुविधाओं का रजिस्टर (ढेके की शर्तों का खण्ड 16 -घ)

## REGISTER OF MATERNITY BENEFITS (Clause 16 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		टिप्पणियाँ 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.



## Proforma of Registers

**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

## Proforma of Registers

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

## Appendix VI

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 work- man	Desig- nation / Nature of Work done	No. of days worke d	Units of work done	Daily rate of wages / piece rate	Amount of wages earned					Deducti on if any (indicat e nature)	Net Amou nt paid	Signature / Thumb impression of the workman	Initial contrac-tor or his represen- tative
							Basic wages	Dear- ness allow - ance s	Ov- er- tim e	Other cash payments (indicate nature)	Tot al				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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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

**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 Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place
- 15 Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
- 16 Making false complaints and/or misleading statements.
- 17 Engaging on trade within the premises of the establishments.
- 18 Any Unauthorised divulgence of business affairs of the employees.



- 19 Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
- 20 Holding meeting inside the premises without previous sanction of the employers.
- 21 Threatening or intimidating any workman or employer during the working hours within the premises

**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 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

Proforma of Registers  
Appendix XIIForm – 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

Proforma of Registers  
Appendix XIVForm – 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

## Bank Guarantee Bond

**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 Airport Director on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be 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 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: **Mechanized Environmental Support Services (MESS- QCBS) for Carpet tiles, Sofa, chairs, etc. at New Integrated Terminal Building, NSCBI Airport, Kolkata.**

- |       |                            |   |
|-------|----------------------------|---|
| (i)   | Estimated cost of work:    | <b>Rs. 1,94,51,418 /- (excluding GST)</b>   |
| (ii)  | Earnest money:             | Rs. 1,29,676/- (2% of per annum estimated cost of work)   |
| (iii) | Performance Guarantee:     | N/A   |
| (iv)  | Security Deposit:          | 10% of contract value of work   |
| (v)   | Time period of completion: | 03 years. It is further extendable upto another 02 (Two) years subject to satisfactory performance. |

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

**GENERAL RULES & DIRECTION**

Officer inviting tender : AGM (OPS), NSCBI Airport, Kolkata  
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	AGM(OPS), NSCBI Airport, Kolkata 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>
6.	Standard A.A.I. Contract Form	MESS - Corrected up to date

**Clause 1**

- (i) Time allowed for submission of :  
Performance Guarantee from the date of issue of letter of acceptance **30 days**
- (ii) Maximum allowable extension beyond :  
the period (provided in i) above **Refer clause 1 of GCC**

**Clause 4**

	Number of day from the date of issue of letter acceptance for reckoning date of start	:	<b>30 days</b>
--	---	---	----------------

**Clause 9**

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



**Clause 10**

10.2 & 10.3	<i>Deviation limit beyond which clauses 10 shall apply</i>	:	30%
----------------	--	---	-----

**Clause 13**

	Competent Authority for deciding reduced rates	:	Airport Director
--	--	---	------------------

**Clause 15**

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

**List of mandatory tools and plants to be deployed by the contractor at site are mentioned in special condition of contract.**

**ANNEXURE-1**

**ACCEPTANCE LETTER**

To

Airports Authority of India  
NSCBI Airport, Kolkata  
Pin- 700052

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

1. The tender documents for the work **Mechanized Environmental Support Services (MESS- QCBS) for Carpet tiles, Sofa, chairs, etc. at New Integrated Terminal Building, NSCBI Airport, Kolkata.** have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Airport Director . Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of 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 upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the **EMD**.
4. **'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.**
5. The required earnest money as specified in clause no. at page no. of 88 NIT for this work has also been submitted.

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

In presence of:

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

## WITNESS

1. For and on behalf of (The Bank)

- 2.

Signature \_\_\_\_\_

Name &amp; Designation \_\_\_\_\_

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

Name &amp; Place \_\_\_\_\_

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

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_

Note:

**\*For Proprietary Concerns**

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

**For Partnership Concerns**

1. Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_

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

**For Companies**

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

**WORK DIARY**

**ANNEXURE-3**

**PART-A**

1. Name of Work
2. Contract Agreement No.
3. Date of Acceptance
4. Name and Registered address of Contractor
5. contract Sum
6. Peroid of Contract
7. Name and local address fo Contractor/contractor's Agent
8. Date of First Works order
9. Date of handing over the site to contractor
10. Date of commencement of work
11. Stipulated date of completion of Contract
12. Suspension orders showing duration and authority
13. Extended date of completion with authority
14. Date of actual completion of work
15. No. of shifts under this contract

**PART B****DAILY RECORD**

1. Shift
2. Labour engaged by contractor

Skilled		Semi skilled		Unskilled	
Category	No.	Category	No.	Category	No.
Supervisor		Operator		Sweeper	

3. Materials brought on site with approximate quantities (rejection, if any, to be stated).

Materials brought		Rejected Material		Used	
Materials	Quantity	Materials	Quantity	Materials	Quantity

4. Details of equipment and machinery working on site.

T&P	Quantity	Remarks regarding breakdown maintenance etc.

5. Brief particulars of work in progress
6. Important stages completed and passed
7. Remarks of Visiting Officer

Dated signature of Airport Director  
or representative

Dated signature of contractor or his  
authorized agent

**ANNEXURE - 4****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	-



- |     |   |   |
|-----|---|---|
| 08. | Special Conditions of Contract  | - |
| 09. | Schedule of quantities  | - |
| 10. | Envelope cover-II   | - |
| 11. | All correspondences between AAI & Contractor<br>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.

**ANNEXURE - 5****PRE CONTRACT INTEGRITY PACT**

This Pact made this .....day of ..... between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at ..... in India, hereinafter called the Authority ( which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by ..... of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for -----  
-----". The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization " Transparency International" ( T I ) headquartered in Berlin ( Germany ).The Authority will appoint an Independent External Monitor ( IEM ) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for "-----  
-----". In response to the NIT (Notice Inviting Tender) dated ..... Contractor is signing the contract for execution of "-----  
-----  
-----.

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the Authority;**

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for

themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

### **3. Commitments of Bidders/Contractor.**

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
  - ii) If he comes to know of any unethical or illegal payment/benefit.
  - iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDERS from participating in future bidding processes.

#### **4. Previous Transgression**

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores.(Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs .) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.  
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
  - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

## **7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

## **8. Independent External Monitor(s),**

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is

applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.

**9. Facilitation of Investigation.**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

**10. Law and Place of Jurisdiction.**

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

**11. Other Legal Actions**

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

**12. Pact duration (Validity)**

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13. Company Code of Conduct**

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Buyer	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Deptt./Ministry/PSU	
Witness	Witness
1. _____	1. _____
2. _____	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 Airport Director.

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 Airport Director or his authorised representative.

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

The scope of work includes Mechanized cleaning & sweeping of Airport terminals including passenger carpet, chairs, sofas as conveyed by the Airport Director or his authorized representative and as per the shifts mentioned in the contract.

Before quoting the bid the bidder should read the penalty clauses mentioned in SCC clause no.14.5 to 14.7 and other paras carefully in respect of the non-deployment of equipment, deficiency in manpower, in-effective cleaning & not providing the consumable 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 Airport Director or his authorised representative for all the works executed since previous bill. The contractor shall submit all the bills on the Performa prescribed by the Airport Director or his authorised 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 Airport Director or his authorised 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 affected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India having total sum insured value as minimum 10% of contract value. The indemnity shall cover any one occurrence / all occurrences in aggregate during the policy period. 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. Machinery/ Equipment

13.1 The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment, tools, tackles and augment the same as decided by the Airport Director or his authorized representative depending on the exigencies of the work so as to suit the cleaning schedule. However, contractor has to position and deploy following minimum machineries at site from the date of start of work:-

### 13.2 List of machinery /equipment/T&P

S. No.	Description of machinery /equipment/T&P	Approved makes	Quantity
1.	Wet & Dry Vacuum Machine with applicable accessories for cleaning/shampooing of sofa/carpet/chairs	TASKI-JD / Nilfisk / Comac/ K'a'rcher / Tennant / Fimap / Forbes Pro/ Roots/ Charnock/ IPC	5

**Note:** Quantity shown in 13.2 is indicative and bare minimum. Bidder is expected to submit actual quantity to be deployed during the time of presentation as part of technical evaluation

Such machinery as mentioned in the tenders will be placed for use at all times during the contract at the airport premises. In the event of contractor failing to provide such machinery, the penalty to be charged for the period of non-availability and deductions may be affected while finalizing the bills as per terms of the contract.

High rise means height between floor and false ceiling/ ceiling more than 4 meters or external wall height more than 8 meters without landing.

**13.2.1 Biometric Attendance system** – Sufficient number of Biometric attendance machines with necessary software, sufficient identity storage, remote access & customized software application shall be provided. The attendance of all staff to be engage in each shift for the Job shall be taken through biometric attendance system and submitted to the AAI / Airport Manager on duty within 30 minutes of the commencement of each shift.

Not providing the Biometric attendance record (In and Out) will attract a penalty of Rs.500 /- per day. **However, Decision of Airport Director shall be final and binding in this regard.**

13.3 No machinery/ equipment shall be supplied by the AAI.

#### 13.4 List of Material

Sl. No.	MATERIAL OF APPROVED MAKE	UNIT.	Minimum Quantity per month
1	Carpet Shampoo	Ltr.	130
2	Broom (soft)	Each	As required
3	Garbage Bin Liner Large (100% Compostable)	Each	As required
22	Microfiber dusters	Each	As required

**Important Note:**

- The contractor is required to submit the computer generated bill receipt (having GST details) of monthly cleaning materials and any other item incorporated in work for which Airport Director or his authorized representative directs.
- Chemicals used will be restricted to Johnson Diversey / Sealed Air / Eco Lab Inc./ Professional Lysol / Buzil Rossari / Atlantic care Chemicals/ Schevaran labs make with MSDS sheets and compliance of environment support.
- The contractor shall make necessary arrangement to establish the Automatic Chemical Diluter in the store at the Airport through its vendor. No extra charges will be paid for Automatic Chemical Diluter. An agreement with agency/vendor should also be executed to this effect by the contractor.
- Cleaning tools should be of Eureka Forbes/ Johnson Diversey/ Partek /Approved Machines or Chemical makes.

**14. SITE ORGANISATION**

14.1 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 Airport Director or his authorised representative depending on the exigencies of work. No cleaning staff deployed at site shall be removed from the site without prior approval of the Airport Director or his authorised representative.

14.2 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.

14.3 The Airport Director or his authorised 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.

14.4 The Airport Director or his authorised representative and the contractor shall agree upon a time and progress chart as per clause 2 of SCC on page 105. 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.

14.5 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 supervisor/floor manager	1.5x times of minimum wages for first two instances in month 2x times of minimum wages for third instance onwards
2	Absence of Sweeper / Operator	i) <b><u>No Penalty for first 60 Days from start of Contract</u></b> ii) <b><u>After 60 and up to 90 Days:</u></b> 1.25 x times of minimum wages for each absence in any shift. iii) <b><u>After 90 Days:</u></b> 2 x times of minimum wages for each absence in any shift.
3	Not wearing proper uniform	INR 200 per instance

**Note: “However, Decision of Airport Director shall be final and binding in this regard”**

14.6 The following Penalties as mentioned below are leviable on the Contractor for not deploying the Machinery as given below:-

S. No.	Machine / Equipment	Condition	Recovery Rate per Equipment per day (if not available due to out of order/ under service for more than 1 instance in a month )
1	Items 1 mentioned in clause 13.2 (Machine of specified make)	If not available / out of order (per day instance) and work is done manually.	10% of monthly item rate quoted per machine for first two instances in the month  20% of monthly item rate quoted per machine for more than 2 instances in the month upto 5 instances  100% of monthly item rate quoted per machine if machinery not available for more than 5 instances in a month.
		If not available / out of order (per day instance) and work is not done manually	15% of monthly item rate quoted per machine for first two instances in the

			<p>month</p> <p>30% of monthly item rate quoted per machine for more than 2 instances in the month upto 5 instances</p> <p>100% of monthly item rate quoted if machinery not available for more than 5 instances in a month</p>
2	Not possessing current AMC of each equipment/ machineries OR submission of proof.	From authorized service center only, as per manufacturers recommendations.	15% of monthly items rate of machine will be deducted from running bill.

**Note: “Decision of Airport Director shall be final and binding in this regard”**

**14.6.1 Contractor shall submit equivalent monthly rental values of each machinery item in 13.2 at the start of work and the same will be approved by the representative of the Airport director. These monthly rental values will be treated as item rates for the purpose of penalty computation.**

14.6.2 Non-availability of machine for a day is treated as 1 instance of non-availability

14.6.3 If any machine is not available / out of order for more than 5 instances a month, the contract will be recommended for termination.

14.6.4 Proof of current AMC (along with a schedule of all servicing) for all machinery / equipment in 13.2 must be submitted to the representative of Airport director along with running bill of each month.

14.6.5 New equipment/machinery, as specified in 13.2 will be placed by the Contractor at the start of the program and will be used for the duration of the contract.

Item should be in good working condition and should possess fitness certificate from authorized dealer / service center.

**14.7 The following Penalties as mentioned below are leviable on the Contractor non cleaning the premises as per plan/ chart :-**

S. No.	Description	Per	Recovery Rate Per Complaint (Rs)
1.	Not maintaining Cleanliness	On Each	2000/-



		complaint received / each instance recorded by AAI staff on daily inspection	
2.	Not placing garbage collection bags timely in dust bins.	On Each complaint received / each instance recorded by AAI staff on daily inspection	500
3.	Staff indiscipline like missing from designated place, not in uniform, lack of response	On Each complaint received / each instance recorded by AAI staff on daily inspection	200

**Note: “Decision of Airport Director shall be final and binding in this regard”**

#### 15. CLOSING DAY’S WORK

15.1 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.

15.2 Work shall be closed at 2 hrs notice for VVIP movement and also other exigencies, if directed by the Airport Director or his authorised representative. No compensation shall be entertained on this account from the contractor.

#### 16. 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.

#### 17. 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.

**18. INSPECTION OF SITE AND TESTING**

- i) The Airport Director or his authorised 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 Airport Director or his authorized representative to be present during any of or all factory acceptance tests. After notification to the Airport Director or his authorised representative that the work has been completed, the contractor shall make under the direction and in the presence of Airport Director or his authorised representative such tests and inspections as have been specified or as the Airport Director or his authorised 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 Airport Director or his authorised 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.

**19. 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 airport director at the end of every shift. AEPs can be collected from the representative of the airport director 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.

## 20. STORES AND MATERIALS

**A store room (with double lock arrangement) for keeping cleaning material will be provided by AAI as per requirement & availability without any charges.** Contractor shall make all necessary arrangements to maintain the stock at his own cost to the satisfaction of Airport Director or his authorized representative. One lock's keys will be with AAI and other lock's keys with contractor.

Agency shall identify space for parking of machineries, equipments, tools and washing space inside/ outside the terminal buildings in consultation with Airport Director.

**Cost towards site office space will be charged.** Cost towards providing required internal partitions, furnishing of office space with required furniture's, computers with printers, stationeries, office assistants arrangement shall be borne by the agency. Daily / weekly / monthly reports shall be submitted to AAI as required. The rate is inclusive of above and nothing extra shall be paid.

Present charges for space are as follows – **(If applicable)**

- 1) Office space: Rs. 3000/sqmt/ month (As on 31.03.2022)\*
- 2) Land: Rs. 6560/sqmt/ annum. (Ops area) and Rs. 7872/sqmt/annum (Cityside) (As on 31.03.2022)\*

\*The rates are for the FY2021-22 and may be revised by AAI from time to time.

## 21. STANDARD OF WORKMANSHIP

21.1 To determine the acceptable standard of workmanship, the contractor shall execute portion of the item of work as sample for approval of the Airport Director or his authorised representative, before taking up the actual cleaning work or work as defined in the scope of work.

## 22. BYE-LAWS

22.1 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 Airport Director or his authorised representative, informed of the said compliance with the bye-laws, payments made, notices issued and received.

22.2 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.

## 23. SITE PRECAUTIONS

i) Any materials or T & P etc. found lying outside the sites approved by the Airport Director or his authorised representative shall be removed by the Airport Director or his authorised 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 Airport Director or his authorised representative and in default the Airport Director or his authorised 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 Airport Director or his authorised 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.

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

25. 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.

26. The contractor shall remove the 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.

## **27. 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.

(b) **The contractor is required to submit the computer generated bill receipt (having GST details) of monthly cleaning materials and any other item incorporated in work for which Airport Director or his authorised representative directs.**

## **28 ARRANGEMENT TO BE MADE BY THE CONTRACTOR AT SITE INCLUDING MACHINES TO BE DEPLOYED, EQUIPMENTS / TOOLS / ACCESSORIES OTHER THAN MACHINES, CHEMICALS REQUIRED FOR MACHANISED ENVIRONMENTAL SUPPORT SERVICES (UP-KEEPING) WORK**

28.1 Necessary registers and stationers required for entering data shall be provided by the contractor at his own cost as directed by the Airport Director or his authorised representative.

28.2 Other Equipments / tools / accessories: (From Approved Machines or Chemical agencies / reputed manufacturers / Agencies)

<b>S.N.o</b>	<b>Particulars</b>	<b>Minimum Qty</b>
1.	Cleaning under progress standees	10

**Note – 1. Penalty will be levied @ 100/ = Per item per day in case of non-availability of above item.**

### 28.3 LIST OF CHEMICALS REQUIRED FOR MECHANIZED ENVIRONMENTAL SUPPORT SERVICES (UP-KEEPING) WORK:

S.No	Material Description	pH Value (undiluted)	Suggested usage
1	All Purpose Cleaner	12.5 – 13.0	Shiny floor surfaces like polished marble, granite
2	Toilet cleaner & Sanitizer	1.0 – 1.5	Surfaces in the bathroom, i.e. sink, tub, tiles, floor and fittings (marble & granite)
3	Toilet/Urinal Bowl Cleaner	<1.0	Toilet bowls and urinals (Scale Remover)
4	Glass Cleaner	7.0 – 7.5	Windows, glass display cases and mirrors
5	Air Freshener	6.5 -7.5	Washroom
7	Floor Cleaner	7.0 - 8.0	Wet floor mopping as well as scrubbing with a machine
8	Carpet Shampoo	6.0 – 7.0	Carpet and upholstery
9	Carpet Spotter/Detergent	7.0 -9.0	Carpet and upholstery

**28.3.1 The contractor is to ensure placement of two months' worth of stock of chemical consumables and supplies of approved makes at AAI premises at the start of the contract.**

**At the end of every month (except last month of the contract), contractor is required to procure 1 months' equivalent stock of chemical consumables and supplies. The material should strictly be procured only from certified vendors of consumables mentioned in 28.3.**

**Penalty of 2 times of monthly value of chemical consumables and supplies will be applied if stock levels fall below 1 months' worth of chemical consumables and supplies at any point during execution of work.**

NOTE: The Chemical/ consumable items regarding Toiletries, Room freshener etc. other than mentioned above should be EcoMark certified or Green Seal certified. The Consumption of above Chemicals shall be as per Manufacturers specification.

### 28.4 Guidelines of cleaning tools and consumables required for mechanized environmental support services (up-keeping) work

#### Cleaning Tools and Consumables

<b>Microfiber</b>	
Micro Fiber Cloth	Red, approx. Absorbency -1700-1800 ml/m <sup>2</sup> , 1 (no- 15(X) washes Size 40 cm x 40cm ( <i>only for urinals / commodes</i> )
Micro Fiber Cloth	Blue, approx. Absorbency -1700-1800 ml/m <sup>2</sup> , 1000- 1500 washes, Size 40 cm x 40cm ( <i>only for glass /synthetic surfaces, aerobridges</i> )
Micro Fiber Cloth	Yellow, approx. Absorbency -1700-1800 ml/m <sup>2</sup> , 1000- 1500 washes Size 40 cm x 40cm ( <i>for washroom items except urinals /commodes</i> )
Micro Fiber Cloth	Green, approx. Absorbency -1700-1800 ml/m <sup>2</sup> , 1000- 1500 washes, Size 40 cm x 40cm
Wringer Mop set	Micro Fiber String ( Band colour Red/ blue) / Handle -5ft / Holder - Red /Blue; 22 -32 strands approx. requirement
Wringer Mop Refill	Microfiber String , Band colour - Red/ Blue; 22 -32 strands approx.
Winger Mop Holder	Durable plastic/ Nylon ,Colour - Red/ Blue
Flat Mop set	Micro Fiber/ Colour - Red/Blue / Handle-5ft / Holder - Red / Blue, Size : 40 cm x 10 cm
Flat Mop refill-Micro Fiber	Micro Fiber - Red / Blue colour; Size : 40 cm x 10 cm
Glass Cleaning applicator Set	35cm, Microfiber
Applicator Sleeve	35cm, Microfiber
Dry Mop set	55 cms, Micro fibre ,with Handle (Aluminium) Et Holder (SS/ Nylon)
Dry Mop Refill	Micro fibre . 55 cms
Mop/Squeeze handle	5ft preferably aluminium which is light / durable and non-rusty

## 28.5 Guidelines of tools and tackles required for mechanized environmental support services (up-keeping) work

<b>Tools &amp; Tackles –A</b>	
Floor -Scraper set	10cm, Hand -Nylon material with anti-grip
Floor Scraper Blade	10 cm, durable
Glass Scraper/ Safety Scraper - set	4 cm . SS material -Durable with good locking system, no slippery trigger ( push Et pull)
Glass Scraper Blade	4 cm , durable
Hand Scraper set	10 cm, Nylon material with anti-grip

Hand scrapper Bade	101cm durable
Toilet Brush set	Durable Nylon / ABS Plastic handle & Nylon bristles
Toilet Brush ( refill for set)	Durable Nylon bristles
Glass Cleaning Squeeze Set	35cm, SS handle , anti-grip with rubber squeeze
Glass Cleaning Squeeze Rubber	35 cm , high quality and durable
Glass Cleaning Squeeze Set	55cm, SS handle , anti-grip with rubber squeeze
Glass Cleaning Squeeze Rubber	55 cm , high quality and durable
Floor Squeezer set	45cm, Fiber / Nylon frame , Twin/ double Natural rubber
Floor Scrubbing Brush Cum Squeegee set	45 cm, With Nylon/ polypropylene bristles, twin foam double blade, holder strong and durable.
Mop/Squeeze handle	5ft preferably aluminium which is light / durable and non-rusty
Tile Squeeze	45 cm, double soft moss natural rubber, white color
Dust clip Pan set	Covering Flap of durable ABS plastic , handle ( Aluminium) Et brush ( Nylon)
Trash Picker- Small	40 cm , durable plastic/ Nylon material
Trash Picker- Bic,	90 cm, durable plastic/ Nylon material
<b>Tools II Tackles – B</b>	
Static Duster	Nylon , with durable handle (Plastic , Nylon)
Cob web Brush- Ordinary	Nylon bristles & handle ( ABS Plastic, 55, Nylon)
Nylon Scrubber	Color :- Red, Yellow & Blue
Scrubbing Pads	Power Pad / Blue , scratch resistant
Soft Brush	Nylon bristles, handle Nylon/wood/ ABS Plastic
Broom	Hard
Floor Sweeping Brush-	55cm, base: wood/ polypropylene, bristles : nylon, mild steel wire etc.
Broom	Soft
Corner Brush/Basin Brush	Nylon bristles/ base durable plastic / wood
Carpet Brush	Nylon bristles/ base durable plastic / wood

Spray Bottle 1000ml Spray Nuzzles	1000 ml, durable plastic material Durable plastic
Bucket - Small	Capacity : 6/5 Lts, Color -Beige, Material : Durable Plastic
Buckets -Big	Durable Plastic, Beige color , capacity: 20 Lts
Plastic Mugs	1 Ltrs , Beige color , durable plastic
Dust Pans	Durable Plastic, Color –Beige
Hand Gloves	ISI Marked / certified. Small/ Medium & Large
Gum Boots	151 Marked, Sizes : 7, 8 & 9
Mask	ISI Marked
Safety Belt	ISI Marked, durable to withstand capacity of 100 plus kgs.
Washing detergent for Industrial Laundry	Fabric wash for industrial purpose
Floor scrubbing brush	Hard bristles with base - wood / polypropylene etc.
Disinfectant Liquid	Dettol, 500/ 1000 ml cans

29.

**29.1 SCOPE OF WORK AND FREQUENCY OF CLEANING****Frequency:**

D = daily; W = weekly; M = Monthly; P = permanent control & cleaning; C = cleaning control and cleaning; X = cleaning following order/ on request; 1-7 = frequency cleaning/related period

Item - <b>PAX SOFA CARPET</b>				
Mechanized Environmental Support Services and maintenance of passenger chairs, sofas, carpets in terminal Buildings including (Passenger Area) cleaning/ shampooing etc. complete with labour, materials & machines as required as per scope of work. (Passenger Area) (In 3 shifts)				
<b>S. NO.</b>	<b>AREA</b>	<b>JOB</b>	<b>FREQUENCY</b>	<b>MACHINE TO BE DEPLOYED</b>
1	Sofa/ Chairs	Dusting	Daily / As & when required (Record to be maintained)	Manual
2	Carpet	Dusting & Vacuum Cleaning	Daily / As & when required (Record to be maintained)	Vacuum Cleaner



3	Sofa/ Chairs	Dusting & Vacuum Cleaning	Weekly / As & when required (Record to be maintained)	Vacuum Cleaner
4	Sofa/Carpet/Chairs	Shampooing /deep cleaning	Quarterly / As & when required (Record to be maintained)	Wet & Dry Vacuum Cleaner with Shampooing accessories

**Important Note: For extension of shift for each completed hour proportionate amount as per quoted item rate of services rendered shall be paid.**

Agency is required to use G.D. bags of size large & small.

The agency is entitled to take away all the above movable items like equipment, furniture, machinery, etc. provided by the agency for the work after completion of the work and release of final bill as directed by the Airport Director or his authorised representative. The tender rates shall include the cost of the same and nothing extra shall be payable on this account.

#### 29.1.2 Frequency for periodic tasks for vendor (to be modified by airport as per requirement)

Task Description	Specifications	Frequency
Store Room cleaning	All I	1W
Carpet Shampooing	Across terminal	1Q
Passenger chair scrubbing	All locations	1W
Upholstery cleaning	All locations	1Q
Wooden surface polishing	All locations	1M
Pan mark removal	All locations	1W
Sticker and Stain removal	All locations	1W

**1D – Once daily; nD – n times daily; 1W – Once weekly; 1F – Once fortnightly; 1M – Once monthly; 1Q – Once quarterly and so on.**

Apart from daily cleaning tasks, periodic tasks shall be given on regular basis. All these tasks will repeat on weekly, monthly, quarterly or yearly basis. The Cleaning Frequencies and Schedules shall be given regularly before the shift operation on daily basis.

**29.2 MINIMUM LABOUR REQUIRED TO BE DEPLOYED IN VARIOUS SHIFTS**

S.NO	SUPERVISOR	OPERATOR	SWEEPER
FIRST SHIFT	1	5	0
SECOND SHIFT	1	5	0
THIRD SHIFT	1	5	0
GENERAL SHIFT	0	0	0

**Important Note: - One Facility Manager in general shift for overall coordination where QCBS contract is awarded should be deployed by contractor.**

One shift means 8 hours duty. The shift timings will be decided by APD or his authorized representative. However deployment of manpower may be redefined by AAI.

Note for QCBS tender: Manpower Quantity shown in 29.2 is indicative and bare minimum. **Bidder needs to submit actual quantity to be deployed on the work during the time of presentation as part of technical evaluation.**

The successful bidder shall engage shift supervisor & workmen having qualification as per clause 42.9.1 and shall provide training as per schedule mentioned as per clause 42.9.2 through Central Government's training institutes like Institute of hotel management, Food Craft Institutes, Hunar Se Rojgar Tak scheme (Ministry of Tourism) or any other agencies which are giving training in the similar field such as Taski, Eureka Forbes, Johnson Diversey, K'ar'rcher and other approved makes etc.

AND

The successful bidder shall provide annual training to all the shift supervisor & workmen through Central Government's training institutes like Institute of hotel management, Food Craft Institutes, Hunar Se Rojgar Tak scheme (Ministry of Tourism) or any other agencies which are giving training in the similar field such as Eureka Forbes, JD, Kurcher and other approved makes etc.

Copy of such certificate shall be submitted by the agency within 30 days from the date of taking over of site. Agency is also required to give refresher course at an interval of 1 year for updating on advancement Failure to this; he will be liable to pay an amount of Rs. 500 /- per month per employee.

**29.3 Approximate Area for up keeping**

S.NO.	Area	
01.	Carpet Area/ Sofa area/ Chair area	<b>9938.2294 Sq M ( PAX AREA)</b>
02.	Total operation of Terminal building	24 Hrs

03.	No of shifts/ day required for Up keeping	3 (three)
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29.4 Necessary diesel/petrol/fuel & lubricants etc. for smooth running of all the equipments, vehicles and machineries deployed for the work shall be provided by the contractor at his own expense. In the event of any break down of the plant, vehicles and machineries deployed for the work, the contractor shall take prompt remedial measure to put them back in working condition and nothing extra will be paid. To minimize break down period, necessary spare parts shall be kept readily available at site by the contractor at his own expense.

29.5 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) Safety helmets and 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 –**

Paint	Minimum 3	Dark grey
Shirt	Minimum 3	Light grey
Sweater / Pullover	Minimum 3	Dark Grey
Shoes	Minimum 1 pair	Black
Socks	minimum 3 pair	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 / Pullover /Cardigan	Minimum 3	Dark Grey
Shoes / Bally (Low Heel)	Minimum 1 pair	Black
Socks	minimum 3 pair	Grey

Disposable Caps	Minimum 3	per shift
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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
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.

29.6 A register of consumables / non-consumables inventory shall be maintained by the agency. The inwards / outwards / uses shall be recorded per shift / daily basis. This register will be checked by AAI 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.

29.6.1 Inspection log shall be maintained by shift supervisor and shall be endorsed by AAI representative on shift basis or as and when required. Vendor should get his own set of checklists which is comprehensive and cover all key items.

29.7 The Contractor shall comply with minimum wages per worker as mandated by Labour Laws –

As of the date of the release of the tender, minimum wages (as per CLC(C) order dated 28.10.2021) are as follows

1. Highly skilled- Facility Manager : Rs. 864/day ( Can also be considered Market fair rate)
2. Skilled – shift supervisor : Rs. 795/day
3. Semi- Skilled – Operator : Rs. 724/day
4. Unskilled – Janitors : Rs. 654/day

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

However, Contractor 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.

**29.8** 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.

Basis survey of airport premises, contractor is expected to prepare a detailed work plan of chemical usage (make and monthly consumption quantity), manpower deployment (quantity and qualifications) as well as machinery plan (no. of machines and make) over and above mandated minimum requirement in 13.2 (machinery/equipment), 28.3 (chemicals) and 29.2 (manpower) to ensure high quality upkeep of terminal.

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.

**Bidders should take note that the work plan presented to AAI during presentation as part of technical evaluation will be binding on the contractor in case of award of work i.e. Manpower quantity and qualifications, chemical make and usage quantities, equipment / machinery quantity and make as described in the presentation will be included as part of the work contract and contractor will be bound to adhere to it at all costs.**

### 30. MODE OF MEASUREMENTS

#### ITEM –PAX SOFA CARPET

- (i) Total area of carpet
- (ii) Total area of seat & front part of back rest.

### 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 Airport Director or his authorised representative. The work must be progressed within such sections and at each time as directed by the Airport Director or his authorised 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 Airport Director or his authorised 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 service taxes. Service tax, if applicable, paid by contractor for this work will be reimbursed by AAI on actual basis on production of documentary evidence. **(Clause may be amended as per new guidelines on GST)**

**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 No escalation on item is applicable, however 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 AIRPORT DIRECTOR OR HIS AUTHORISED REPRESENTATIVE**

The powers of the representative of the Airport Director or his authorised 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 Airport Director or his authorised representative may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Airport Director or his authorised 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 Airport Director or his authorised representative to the Contractor within the terms of such delegations shall bind the Contractor and AAI as though it had been given by the Airport Director or his authorised representative.

35.2 Failure of the Representative of the Airport Director or his authorised representative to disapprove any work or materials shall not prejudice the power of the Airport Director or his authorised representative thereafter to disapprove such work or materials.

35.3 If the Contractor is dissatisfied with any decision of the authorised representative of the Airport Director, he shall be entitled to refer the matter to the Airport Director who shall thereupon confirm, reverse or vary such decision.

36. Contractor has to ensure positioning of all necessary machinery / equipment / T&P at the time commencement of work. Site will not be handed over if contractor fails to position requisite machinery / equipment / T&P as listed above in contract.

All Trained manpower, consumables and machines etc. shall be positioned from the date of start of work except Hydraulic access platform and dual mast aerial platform. These two machines in case not available on the date of start may be positioned within 30 days from the date of start subject to agency has confirmed their order within 7 days of issue of order. A recovery equal to half of penalty charges (up to 30 days) shall be made.

In addition, no running account bill will be released till the above two machines are positioned for use.

37. 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.

**38. 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.**

### 39. **CLEANLINESS STANDARDS**

Agency is to maintain airport premises to the required standard to the expectation of airport users. The satisfaction level of the users of the airport shall be measured through an independent survey to be commissioned by AAI through an independent agency. Following two parameters in the survey (Airport service Quality (ASQ)/Customer Satisfaction Index (CSI)) will determine the cleanliness standards being maintained at the airport:

#### 1. General Cleanliness of Airport Premises

**For this parameter of Airport, the target ASQ Score is : Prevailing MoU Target is 4.68.** If average ASQ/ CSI SOCRE obtained by the contractor is below the target, the contractor shall be liable to be penalized at percentage by which ASQ/ CSI falls below Target ASQ/ CSI for the period of last survey from the current monthly bill payment subject to the maximum of 5% of the monthly bill payment till carrying out the next round of customer satisfaction rating. If ASQ/ CSI value is achieved above Target value, an incentive @ percent by which it is above the Target ASQ/ CSI of monthly bill payments shall be given to the contractor. This incentive may be paid for one month only, every year. **Decision of Airport Director shall be final and binding in this regard**

**Further if rating consistently falls by 5% for consecutive three quarters, the contract would be recommended for termination.**

40. The contractor shall dump garbage / Malba / wastage at specified / demarcated / notified site / ground by the local municipal authorities on his own cost and responsibility and shall not stack building material / malba on the AAI land or road or on the land owned by any other authority, as the case may be. It will be the responsibility of the contractor in consultation with AAI to identify the dumping site/ground and to get permission from the concerned local authority / corporation on his own responsibilities and expenses. In case, the Contractor is found stacking the building material / malba or any equipment at AAI land /road or any other authority's land as stated above, he shall be liable to be levied penalty and also to face penal action, as decided by the Airport Director or his authorized representative.

Municipal corporation charges for dumping the garbage if any, will be reimbursed to agency.

41. **MOEF norms shall be followed for collection and disposal of garbage.**

42. **Service Level Requirements –**

#### 42.1 **Services Tasks & Responsibilities**

Cleanliness services on specified area / location

#### 42.2 **Overview of responsibilities**

To provide effective services.

To liaise with external suppliers/contractors/consultants to assess external capabilities and competencies and their value to Client, and engage as required

42.3 All service requests given to the agency will be prioritized to enable performance to be monitored and measured, the following categories, timescales and targets have been set.

Category	Definition	Response Time	Target response
EMERGENCY	An unsafe or illegal situation and/or service to customers is being disrupted and/or staff are being prevented from working.	Not more than 15 minutes	100%
URGENT	Imminent potential unsafe or illegal situation and/or service to customers is being disrupted and/or staff are being prevented from working normally	Not more than 1 hour	100%
HIGH PRIORITY	Possible further deterioration but not an unsafe situation or disruption to service to customers	Not more than 8 hours	100%



ROUTINE	Not an unsafe situation, no disruption to customers and only limited inconvenience to staff	Not more than 3 working days	100%
LOW PRIORITY	No customer service impact or inconvenience to staff	Not more than 5 working days	100%

#### 42.4 Performance Management

Overall performance will be managed using the following review process.

Quarterly: Performance review.

Annually: Total service delivery review. Meetings will be attended by the Operations Manager the Senior Managers. The meetings will review performance against the service levels as specified in this agreement and performance to budget.

#### 42.5 Quarterly - Performance Reviews

Performance measured against the service levels described throughout this agreement will be reported by the agency and reviewed by AAI.

##### Annually - Total Service Delivery Review

The annual process provides a mechanism for the identification of service opportunities and the need for the enhancement of service/resource, where appropriate. The issues covered in this review and planning exercise include:

Existing services;

Additional services;

Review procedures;

Service levels;

Service changes;

If the Agreement is to be extended, this process will define the framework within which services will be delivered in the following year. Change could reflect changed client needs to provider options as well as extension of the service open to external competition.

## 42.6 Performance Reporting

### Progress Meetings

Daily meetings are held provide a mechanism for service issues identification and resolution planning.

Service standards and conditions

## 42.7 SOFT SERVICES

ELEMENT	REQUIREMENT
Soft Floors, Matting	<ul style="list-style-type: none"> <li>• The floor is free of dust, grit, litter, marks and spots, water or other liquids.</li> <li>• The floor is free of stains, spots, scuffs or scratches on traffic lanes, around furniture and at pivot points.</li> <li>• Inaccessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots.</li> <li>• When carpet extraction shampooing is complete, the carpet must be free of all deep seated dirt, stains and soiling and be left in a reasonably dry condition giving a uniform appearance.</li> </ul>
Furnishings and Fixtures	<ul style="list-style-type: none"> <li>• Hard surface furniture is free of spots, soil, film, dust, fingerprints and spillages.</li> <li>• Soft surface furniture is free from stains, soil, film and dust.</li> <li>• Furniture legs, wheels and castors are free from mop strings, soil, film, dust and cobwebs.</li> <li>• Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, lint and spots.</li> <li>• Equipment is free of tapes/plastic, etc., which may compromise cleaning.</li> <li>• Furniture has no odour that is distasteful or unpleasant.</li> <li>• Shelves, bench-tops, cupboards are clean inside and out and free of dust and litter or stains.</li> <li>• Waste/rubbish bins or containers are clean inside and out, free of stains and mechanically intact.</li> </ul>
General Tidiness	<ul style="list-style-type: none"> <li>• The area appears tidy and uncluttered.</li> <li>• Floor space is clear, only occupied by furniture and fittings designed to sit on the floor.</li> </ul>

	<ul style="list-style-type: none"> <li>• Furniture is maintained in a fashion that allows for cleaning.</li> <li>• Fire access and exit doors are left clear and unhindered.</li> </ul>
Odour Control	<ul style="list-style-type: none"> <li>• The area smells fresh.</li> <li>• There is no odour that is distasteful or unpleasant.</li> </ul>

#### 42.8 **Contractor's Responsibility:**

- *To ensure that Terminal Buildings, Offices, Wash Rooms, etc. are maintained in a neat and tidy state 24X7.*
- *To provide a healthy and hygienic environment for use of various airport services and facilities by passengers and other public.*
- *To ensure that best Health and Safety practices are adhered to by the housekeeping staff so as to prevent any injuries or illness to any person.*
- *The contractor shall ensure that the staff engaged by them doesn't have a criminal background / police case. The Police clearance of each staff should be obtained before applying for the Airport entry passes.*
- *The contractor shall obtain the Airport entry passes for his staff from BCAS.*
- *To ensure staff is in proper uniform and well groomed.*
- *The contractor shall ensure that none of the staff is allowed to take the Airport Entry passes from work place after duty hours. It shall be the responsibility of the contractor to issue and collect back PIC's at start and end of shift in order to avoid any misuse of PIC's.*
- *It shall be the responsibility of the contractor to collect back PIC of any staff separating from job and deposit the same to issuing authority.*
- *A training officer should be appointed by the vendor who will ensure training of their staff.*
- *All the employees should be made aware of Safety, Security, and Environment requirements.*
- *In event of any untoward situation such as strikes etc. the vendor needs to have a contingency back up manpower to man essential areas such as washrooms and Public areas.*
- *The contractor shall be responsible and liable for any accident caused to Passengers, staff, stakeholders, AAI property etc.*
- *The Contractor should follow all the applicable environmental legal and other requirements communicated by AAI time to time.*
- *The contractor should follow the requirements given in the AAI policy, Vision & Mission statement and it is the responsibility of the contractor to communicate the same to the employees working for him.*
- *The disposal of Waste (Hazardous & Non-hazardous) generated from the cleaning or any other activities of contractor shall be disposed as per Government Waste Management Procedure.*
- *It is the responsibility of contractor to impart the training to all personnel on the basic environmental awareness and waste management practices at Airport.*
- *Contractor should take effort to reduce the resource consumption like electricity, water, fuel from its activities.*

- Contractor is bound to comply the requirements raised during the environment inspections of its work area and should submit the action taken report to the concerned officer.
- Contractor should take proper steps to prevent the occurrence of Environmental incidents such as any spillages, leakages of the chemicals, storm water drain contamination etc.
- Contractor should report any environmental incident to AAI Environment department immediately
- Proper training to be given to the employees handling the chemicals to avoid any incidents / injuries.
- The Contractor shall appoint Male Janitors on higher side for Public areas in order to carry out heavy works such as shifting / moving of furniture, chairs etc during cleaning.
- AAI reserves the right to interview all contractor managers, shift incharge, Supervisors and Janitors.
- Contractor shall ensure relieving of areas is done man to man so that at no given time the washrooms are left unmanned.

#### 42.9 **Competence Requirements:**

42.9.1 The Contractor shall depute adequately competent and medically fit staff for the job. As a minimum, they should possess the following competence requirements:

Category	Competency	Criteria
Facility Officer / Manager	Age	24 years to 50 years
	Minimum Educational Qualification	Minimum Graduate in Hotel / Hospitality Management/Aviation Industry or equivalent fields.
	Experience	Min 4 yrs. as a Housekeeping Supervisor or Min 2 years as a Facility Manager
	Language	Regional Language, Hindi & English – Proficient
	Skillset	Basic administrative skill, thorough knowledge on Housekeeping Standards & Procedures, Waste Segregation & Management, Cleaning Machinery Operations, & Warehouse
Supervisor	Age	21 years to 50 years
	Minimum Educational Qualification	Graduate
	Experience	Min 2 yrs. as a Housekeeping Supervisor
	Language	Regional Language & Hindi preferable & English - Proficient
Store Associate	Age	18 years & above
	Minimum Educational Qualification	12th Standard / Graduate
	Experience	Min 1 years as a storekeeper
	Language	Regional Language & Hindi preferable & English - Mandatory

	Skillset	Thorough knowledge Warehouse Management (Issue, Receipt of Materials, Store Set-up, Updating Stock Registers, Preparation of Consumption Reports, Inventories etc.)
<b>Spl. Task Force / Machine Operator</b>	Age	18 years to 45 years
	Minimum Educational Qualification	SSLC
	Experience	Min 2 years in Housekeeping and Trained in machine handling
	Language	Regional Language, Hindi & English – Preferable
	Skillset	Thorough knowledge on Housekeeping Standards & Procedures, Operation of all types of Cleaning Machineries & Access Equipment
<b>Male &amp; Female Cleaning Force</b>	Age	18 years to 45 years
	Minimum Educational Qualification	Any
	Experience	Trained with 2 years of experience in housekeeping services
	Language	Regional Language, Hindi & English – Preferable
		Basic knowledge on Housekeeping Standards & Procedures & Cleaning Machinery Operations

#### 42.9.2 Training Levels

##### Training - Task Performance Skills

- i. The successful Bidder shall be responsible for carrying out and providing periodic and daily skills training to perform daily tasks. No staff shall be allowed to perform any task unless they are completely trained and competent enough to perform the assigned task.
- ii. In addition to initial training as mentioned above, the successful Bidder shall be responsible to provide refresher training to its employees at minimum 1 day per quarter to each employee and the successful Bidder shall submit the proof for the same.
- iii. The successful Bidder shall provide below mentioned trainings at the time of induction of each employee and all awareness trainings and all expenses shall be borne by the successful Bidder.

Sl. No	Training Topic	Frequency
1	Personal Grooming & Hygiene / Usage of PPE / Behavioral Training	Quarterly
2	Usage of Cleaning Agents and Dilution ratios	Quarterly
	Housekeeping Procedures – SOPs & Manuals (Various Restroom Cleanings and its timings, Cleaning of Baby Care Rooms, Smoking Rooms, Floor & Fixtures Cleaning, Cross Contamination & Colour Codes, Deep Cleaning etc.)	
4	Machinery Usage, Cleaning of tools & Equipment	Quarterly
5	On Job Training	Monthly

6	Lost & Found Procedure	Quarterly
	Awareness on Integrated Management Services (QMS, EMS, OHSAS, BCM,	
	Waste Management & Disposal (Collection, Segregation, Transportation,	
9	Aviation Safety & Security / Fire Safety Training	Yearly

#### 42.10 **Monitoring, Measurement & Feedback:**

The successful Bidder shall attend to any complaints received in connection with the Maintenance Services immediately. Any failure will attract penalty.

<b>Assessment</b>	<b>Response Timeline</b>
Complaint related to spills &	Not more than 10 minutes turnaround time
Replenishment of Restroom	Not more than 10 minutes turnaround time
Complaint related to Dust Control,	Not more than 20 minutes turnaround time
Office Cleaning Request	Not more than 30 minutes turnaround time

#### **Service Quality Audits**

##### 42.10.1. External Audits on Airport Service Quality (ASQ):

AAI may engage external agency to audit and assess the airport service quality (ASQ) and in these audits the Successful Bidder shall be responsible for key performance indicators (KPI) related to this Service and ensure to achieve the target service quality levels. SLAs for the same have been specified in clause 39.

##### 42.10.2 Internal Audits on Service Quality Evaluation :

AAI employees or quality audit companies employed by AAI will carry out daily audits / regular audits.

All observations will be quantified and notified to the successful bidder for corrective actions. The successful Bidder shall take timely corrective actions to ensure all observations are resolved within the stipulated period. The following are the areas where the audit will be carried out.

**A. Quality of Work,**

1. *Cleaning & Housekeeping*
2. *Machine Operation*
3. *Supervision*

**B. Quality of Employee/staff of the Successful Bidder,**

1. *Skill/Knowledge on work*
2. *Uniform and Appearance*
3. *Personal Hygiene*
4. *Awareness on Airport Standards*
5. *Awareness on Security Requirements*
6. *Behaviour with Passengers*

**C. Compliance to Work Schedules, Compliance to Work Procedures, Regular Attendance of Workers, Submission of MIS Report on time &**

1. *Attendance Report for Shift*
2. *Assignment Report for Shift*
3. *Work Completion Report for Shift*
4. *Weekly Schedules Completion Report*
5. *Monthly Work Completion Report for Billing*

**D. Other Miscellaneous Aspects.**

*Periodic monitoring, checks, inspection, audits, briefings, meetings, etc. carried out by the Contractor and/or AAI on a regular basis using the checklist provided as per Standard Operating procedures in 42.13 and checklist on 42.14. Infractions recorded on these checklists will be penalized as per clause 14.7*

AAI shall have the right to terminate the contract if the services provided by the Agency is not found satisfactory after giving 30 days notice. Similarly the case of foreclosing/ abandoning the contract a written notice of 30 days shall be served by Registered Post or by hand at the respective address notwithstanding the above.

**If the contractor is penalized for 10% of his overall monthly work bill over 3 consecutive months as stipulated by conditions in the contract, the contract will be liable to be terminated.**

The Agency shall however continue to provide the services as required in the contract for further 90 days or till new tender is awarded, whichever is earlier.

***“The decision of Airport Director shall be final in such cases.”***

42.11 Any missing / damaged fittings, fixtures, machines or AAI property will be charged to the contractor on actual/ The deductions due to above penalties should not affect minimum wages of staff.

42.12 Agency will install Biometric attendance system for attendance check of their staff from day one. APD or his authorised representative shall have access to it.

#### **42.13 Standard Operating Procedure**

Some SOPs are placed below for guidance. Agency has to study before date of start and finalize the SOP as per site requirements. Any SOP which are not placed under shall also be prepared and get approved. The works shall be carried out strictly as per SOP.

**To be conducted by : Direct Supervisor**

To be conducted by : Direct Supervisor		
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Sr.No.	Area and activity	Yes	No
1.	Check if all blocks, Open area and reception area have been swept and waste removed appropriately.		
2.	Check if all Dustbins have been emptied and cleaned.		
3.	Check if cleaning, Sweeping & Mopping of floors with Disinfectant cleaner of all the floors including stair cases and all the rooms / halls has been done..		
4.	Check if cleaning, sweeping & Mopping of common areas has been done.		
5.	Check doors, furniture, fixtures, venetian blinds, window edges for cleanliness.		
6.	Check if there are any stains, spills, footmarks on floor.		
7.	Check if reception area has been swept, mopped and dusted		
8.	Check for cleaning of baskets, wastepaper baskets, cobwebs and disposing off all collected refuse at designated site.		
9.	Check if hairs, dust, dirt or any such object are present.		
10.	Check if cleaning, sweeping, dusting, mopping, scrubbing of canteen, reception, security rooms, committee room, conference room has been done. Meeting rooms should be checked at regular intervals during the day especially after each meeting).		
11.	Check if waste has been removed from office premises.		

#### **A. 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

**Cleaning Agents:** as specified in 28.3

#### **Operation:**

- Wear appropriate shoes, Rubber hand gloves
- Empty the garbage bin
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Place the garbage bin in an area that it can get wet
- Wash it with water preferably hose it down
- Apply the cleaning chemical inside and outside
- Don't forget the top and bottom of the bin
- Scrub it with long handled brush/toilet brush thoroughly
- Let the cleaner sit for few minutes
- Rinse with water

- Dry wipe with dry cloth
- Place the garbage bag in it
- Place the bin at desired place

#### **B. Upholstery cleaning and vacuum fabric:**

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

**Cleaning Agents:** as specified in 28.3

#### **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

#### **C. How to Clean Dust**

**Material/ Cleaning agent required for cleaning:** Duster(Yellow duster / Glass duster / Check duster),

Spray bottles, Paint Brush, Measuring Jar

**Cleaning Agents:** as specified in 28.3

**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

## SCHEDULE OF QUANTITIES

SCHEDULE-B							
1	2	3	4	5	6	7	8
Sl. No.	DESCRIPTION	Quantity /Area	Unit	Rate per month	Amount per month	Abrivated item	

1	<b>PAX SOFA CARPET</b>						
	Mechanized Environmental Support Services and maintenance of passenger chairs, sofas, carpets in terminal Buildings including (Passenger Area) cleaning/ shampooing etc. complete with labour, materials & machines as required as per scope of work. <b>(Passenger Area) (Rate to be quoted for 3 shifts)</b>	9938.2294	Per Month per sqm			<b>PAX SOFA CARPET</b>	
<b>Total Amount per month(SCHEDULE-B)</b>				Rs.			
<b>Cost for 36 Months</b>							

## ABSTRACT OF COST

1.	<b>Total Amount per month(SCHEDULE-B)</b>	
	<b>Total</b>	
	<b>Unconditional rebate if any in % only</b>	
	<b>Final quoted Amount Rs.</b>	

**Note:** Rates as per units mentioned in the particular item shall be quoted for e tender. However for final conclusion amount of rates/ month will be multiplied by 36 to decide L1 for 36 months work.