

निविदा प्रपत्र

TENDER DOCUMENT

कार्य का नाम : जामनगर हवाईअड्डे पर वर्ष 2022-23 के दौरान ऑपरेशनल और नॉन ऑपरेशनल क्षेत्र में वार्षिक रख रखाव और मरम्मत (सिविल) के कार्य ।

Name of Work: Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar.

(Tender ID: 2022_AAI_ 112317_1)



Bid Manager : AGM (Engg-Civil)
Mobile No : +91 7408417193

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

अभियांत्रिकी सिविल विभाग
सिविल एंक्लेव जामनगर, जामनगर - 361006

DEPARTMENT OF CIVIL ENGINEERING
CIVIL ENCLAVE JAMNAGAR, JAMNAGAR-361006

अनुक्रमणिका (INDEX)

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This NIT contains pages 01 to 198 (Pages One Hundred Ninety-Eight only).

(Pradip Kumar Gupta)
A.G.M (Engg-Civil)
AAI, C.E Jamnagar



भाविप्रा/जाम/स.म.प्र.(अभि-सि)/ए.एम.सी (प्रचालन)/ई-एनआईटी-15/22-23/
AAI/JAM/AGM (E-C)/ AMC (Ops & Non-ops)/E-NIT-15/22-23/

दिनांक : 08/04/2022

Date: 08/04/2022

ई-निविदा आमंत्रण सूचना (2 BOT - 2 लिफाफा ओपन निविदा)

Notice Inviting e-Tender (2 BOT – 2 Envelope Open tender)

ई-निविदा आई.डी. / e-Tender ID :-2022_AAI_112317_1

अध्यक्ष विमानपत्तन प्राधिकरण की ओर से सहायक महाप्रबंधक (अभि.-सिविल), भा.वि.प्रा., सिविल एन्क्लेव, जामनगर (बिड मैनेजर) द्वारा ई-निविदा पोर्टल के माध्यम से रु. 57.60 लाख (जीएसटी के अतिरिक्त) अनुमानित लागत के “जामनगर हवाईअड्डे पर वर्ष 2022-23 के दौरान ऑपरेशनल और नॉन ऑपरेशनल क्षेत्र में वार्षिक रख रखाव और मरम्मत (सिविल) के कार्य” के लिए। इस कार्य हेतु योग्य ठेकेदारों से प्रतिशत दर की ई-निविदाएं आमंत्रित की जाती हैं। अनुमानित समय 12 (बारह) माह।

Percentage rate e-tenders are invited through the e-tendering CPP portal by **AGM (Engg-Civil), AAI, Civil Enclave Jamnagar (Bid Manager)** on behalf of Chairman, A.A.I. from eligible contractors for the work of “**Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar.**” at an estimated cost of **Rs. 57.60 Lakh (excluding GST)** with period of completion **12 (Twelve) Months.**

निविदा प्रक्रिया ई-पोर्टल के यूआरएल पता <https://etenders.gov.in/eprocure/app> or www.aai.aero पर आनलाईन होगी। इच्छुक बोलीदाता निविदा दस्तावेज डाउनलोड कर जा सकते हैं।

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

भावी निविदाकर्ता को सलाह दी जाती है कि वे “CPP Portal” पोर्टल में जाकर खुद को पंजियन कर अपना ‘Login ID’ एवं ‘Password’ प्राप्त कर लें। CPP portal **<https://etenders.gov.in/eprocure/app>** or **www.aai.aero** पर login करने के तत्पश्चात पोर्टल के होम पृष्ठ पर उपलब्ध ‘निर्देशों’ को अच्छी तरह पढ़ लें। साथ ही वे अपना डिजिटल सिग्नेचर प्रमाणपत्र (डी.एस.सी) प्राप्त कर लें जो कि निविदा जमा करने के लिए अनिवार्य तौर पर आवश्यक है। इस प्रक्रिया के लिए सामान्यतः तीन दिनों का समय लगता है। निविदाकर्ता भाविप्रा सहायता डेस्क ‘[aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support)’ के माध्यम से भी सहायता ले सकते हैं।

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

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

Tel: 0120 – 4200462, 0120 – 4001002, 0120-4001005, and 0120-6277787.

E-mail: support-eproc@nic.in

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

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

ii) 08:00 hrs to 20.00 hrs (Mon – Sat)-

011-24632950, Ext – 3512 , E-Mail:- eprochelp@aai.aero

iii) 09:30 hrs to 18.00 hrs (Mon – Fri)-011-24632950, Ext – 3523, E-Mail:-

etendersupport@aai.aero or sanjeevkumar@aai.aero.

(C- Nil, I- Nil, O- Nil)

- iv) 09:30 hrs to 18.00 hrs (Mon – Fri)-011-24657900, E-Mail:- gmitchg@aai.aero,
 1. निम्न दो लिफाफे को निम्नलिखित अनुसूची के अनुसार निविदाकर्ताओं द्वारा सीपीपी पोर्टल पर ऑनलाइन जमा किया जाएगा:-
 Following 2 envelopes shall be submitted through online at CPP-portal by the tender as per the following schedule: -

क्रिटिकल डेटा शीट / CRITICAL DATA SHEET

प्रकाशन की तिथि / Publishing Date	08.04.2022 (1830 Hours)
निविदा दस्तावेज डाउनलोड / बिक्री कि सुरुवात (प्रकाशन तिथि के अगले दिन) Bid Document Download/ Sale Start Date (Next Day of Publishing Date)	09.04.2022 (0930 Hours)
स्पष्टीकरण आरंभ की तिथि / Clarification Start Date	09.04.2022 (0930 Hours)
स्पष्टीकरण की अंतिम तिथि / Clarification End Date	27.04.2022 (1800 Hours)
निविदा जमा करने की आरंभ तिथि / Bid Submission Start Date	09.04.2022 (0930 Hours)
निविदा जमा करने की अंतिम तिथि / Bid Submission End Date	29.04.2022 (1800 Hours)
निविदा खोलने की तिथि (लिफाफा-I) / Bid Opening Date (Envelope-I)	Date 02.05.2022 at 1130 hrs.
निविदा खोलने की तिथि (लिफाफा-II) / Bid Opening Date (Envelope-II)	10/05/2022 at 1130 hrs.
निविदा प्रोसेसिंग शुल्क (नॉन रिफंडेबल) (ऑनलाइन भुगतान किया जाना है) / Tender Processing Fee (Non-refundable) (to be paid online)	Rs.1180/- (including GST) to be paid online through payment gateway on CPP Portal.
बयाना राशि / Earnest Money Deposit (EMD)	Rs.1,15,200/- to be paid online through payment gateway on CPP Portal

2. लिफाफा- I (निविदा प्रोसेसिंग शुल्क, बयाना राशि, तकनीकी बोली और पूर्व योग्यता) :-

Envelope-I (Tender processing fee, EMD, Technical Bid and Pre-qualification) : -

निम्नलिखित युक्त बोली / Bid containing following:

A. निविदा प्रोसेसिंग शुल्क, बयाना राशि / Tender processing fee, EMD:

- i) टेंडर फीस रसीद की स्कैन की गई प्रति।
Scanned copy of Tender fees online transaction receipt.
- ii) अग्रिम रकम के ऑनलाइन भुगतान के रसीद की स्कैन की गई प्रति।
Scanned copy of successful online payment against Earnest Money Deposit (EMD).

(C- Nil, I- Nil, O- Nil)

B. Technical Bid / तकनीकी बोली

- i. एएआई की निविदा शर्तों की बिना शर्त स्वीकृति की स्कैन की गई प्रति।
Scanned Copy of Unconditional Acceptance of AAI's Tender Conditions.
- ii. स्थायी खाता संख्या) पैन (और जीएसटी पंजीकरण की स्कैन की गई प्रति।
Scanned Copy of Permanent Account Number (PAN) and GST Registration.
- iii. ब्लैकलिस्टिंग/डिबारमेंट के संबंध में 'अंडरटेकिंग' की स्कैन की प्रति कम्पनी के लेटर हेड पे। (Pg. No. A-12)
Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on company's letter head. (Annexure-III, Page No. A-12)
- iv. अंडरटेकिंग की स्कैन कॉपी एएआई को दिए जाने वाले इनपुट क्रेडिट के लिए (अनुलग्नक-II)
Scanned COPY OF UNDERTAKING FOR INPUT CREDIT PASSED ON TO AAI (ANNEXURE-II)
- v. माइलस्टोन/लक्ष्यों को प्राप्त करने और समयावधि के भीतर समग्र रूप से कार्य पूरा करने के लिए निविदाकार को प्रभारी अभियंता (EIC) के परामर्श से कार्य की आवश्यकता के अनुसार पर्याप्त संयंत्र और मशीनरी की तैनाती करनी होगी। निविदाकर्ता को कंपनी के लेटर हेड पर 'अंडरटेकिंग' की स्कैन की हुई प्रति जमा करना होगा। Tenderer should deploy sufficient plant and machinery as per the requirement of work in consultation with the Engineer-in-charge (EIC) to achieve the milestones/ targets and overall completion within the time period. Tenderer shall submit scanned copy of 'Undertaking' on Company's Letter Head.
- vi. प्रोपराइटी फर्म के अलावा अन्य कंपनियां, कंपनी अधिनियम के अंतर्गत कंपनी के प्राधिकरण की जिसमें सीआईएन/एलएलपीन/कंपनी के निदेशकों का नाम और पावर ऑफ अटॉर्नी सौंपने के लिए बोर्ड के संकल्प की स्कैन की गयी प्रति को जमा करना होगा।
Companies other than propriety firm shall submit, scanned copy of Authorization of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy Board Resolution regarding Authority to assign Power of Attorney.
- vii. मालिकाना फर्म केवल तभी प्राधिकार पत्र/पावर ऑफ अटॉर्नी की स्कैन की हुई प्रति प्रस्तुत करेगी, जब निविदा प्रोपराइटर के अलावा किसी अन्य व्यक्ति द्वारा संसाधित की जाएगी।
Proprietary firm shall submit scanned copy of Authorization Letter/ Power of Attorney only if the tender is processed by a person other than proprietor.
- viii. पीक्यू प्रोफार्मा विधिवत भरा हुआ होना चाहिए / PQ Performa duly filled.
- ix. चार्टर्ड एकाउंटेंट से नेट वर्थ का प्रमाण पत्र / Certificate of Net worth from Chartered Accountant.
- x. ईपीएफ और ईएसआईसी पंजीकरण प्रमाण पत्र / EPF and ESIC registration Certificate.

C. ठेकेदारों / निविदाकारों की अहर्ता से सम्बंधित आवश्यकताएं निम्नानुसार हैं :

Qualifying requirements of contractors / tenderers containing the following: -

- i. निविदाकर्ता के पास निविदा जमा करने की अंतिम तिथि दिनांक 29/04/2022 पर समाप्त हो रहे पिछले सात वर्षों के दौरान के समान प्रकार के सिविल रखरखाव या भवन कार्य के **₹. 23.04 लाख** के कम से कम तीन कार्यों या **₹. 28.80 लाख** का कम से कम दो कार्यों या **₹. 46.08 लाख** का एक कार्य सन्तोषजनक रूप के पूर्ण किए जाने का प्रमाणपत्र हो। (निविदा के कुछ चरण के कार्य /आंशिक रूप से पूर्ण किए गए कार्य पर विचार नहीं किया जाएगा, हालांकि पूर्वनिर्धारित चरणबद्ध कार्य स्वीकार्य होंगे)।

(C- Nil, I- Nil, O- Nil)

Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**) three works, each of **Rs. 23.04 Lakhs** or two works each of **Rs. 28.80 Lakhs** or one work of **Rs.46.08 Lakhs** in a single contract of similar nature of work “**Civil Maintenance or Building Works** during last seven years ending on 29/04/2022.

"निष्पादित कार्यों का मूल्य 7% प्रति वर्ष की साधारण दर पर वास्तविक मूल्य के काम को बढ़ाकर वर्तमान लागत स्तर पर लाया जाएगा, कार्य पूरा होने की तिथि से बोली प्रस्तुत करने की अंतिम तिथि तक गणना की जायेगी "।

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

पूर्व-जीएसटी काल में पूरा करने वाले कार्यों के अनुभव प्रमाण पत्र, पूर्णता राशि को 1.12 (वैट के पूर्व-जीएसटी कर को 12% से बाहर करने के लिए) विभाजित किया जाएगा, इसे पोस्ट जीएसटी काल के अनुभव प्रमाण पत्र के साथ बराबर किया जाएगा, लेकिन जीएसटी को छोड़कर ।

The experience certificates of works completed pre-GST era, completion amount will be divided by 1.12 (to exclude pre-GST tax of VAT 12%) to make it at par with experience certificates of post GST era but excluding GST.

अनुभव के रूप में समान प्रकृति के कार्य का नियोजक का प्रमाणपत्र जिसमें करार के अनुसार कार्य की प्रकृति, कार्य पूर्णता की राशि, कार्य शुरुआत की तिथि, अनुबंध के अनुसार तथा वास्तविक कार्य पूर्ण होने की तिथि, कार्य आदेश संख्या तथा कार्य के संतोषजनक रूप से समाप्ति का प्रमाणपत्र दर्शित होगा। सरकारी/गैर सार्वजनिक क्षेत्र के उपक्रमों में किए गए कार्य का अनुभव प्रमाणपत्र जमा करने वाले प्रतिष्ठान को निर्धारित कार्यों के अनुभव प्रमाणपत्र के दावे के साथ में स्रोत पर कर कटौती का प्रमाणपत्र तथा साथ में चार्टर्ड एकाउंटेंट द्वारा जारी किया गया प्रमाणपत्र जिसमें कार्य का नाम, कार्य के एवज में प्राप्त कुल भुगतान एवं TDS राशि का उल्लेख हो को प्रस्तुत करना होगा ।

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

- ii. निविदाकर्ता के पास पास गत तीन वर्षों में किये गए कार्यों का औसतन वित्तीय टर्न ओवर (जिसकी अंतिम तारीख पिछले वित्तीय वर्ष की 31 मार्च तक होगी) **₹. 17.28 लाख** का प्रमाणपत्र हो । आवेदन के साथ लाभ-हानि अकाउंट स्टेटमेंट के UDIN प्रमाणित विवरण जमा करने होंगे। लगातार तीन वर्षों से घाटे में चलने वाले फर्म का आवेदन स्वीकार नहीं किया जायेगा ।

Should have annualized average financial turnover of **Rs. 17.28 Lakhs** against works executed during last three years ending 31st march of the previous financial year. As a proof, **UDIN Certified document** of Abridged Balance Sheet along with profit and loss account statement of the tenderer should be submitted along with the application. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

(C- Nil, I- Nil, O- Nil)

iii. निविदाकर्ता के पास न्यूनतम नेट वर्थ रु. **8.64 लाख** होना चाहिए, जो कि UDIN प्रमाणित होना चाहिए ।

(प्रोफार्मा निविदा दस्तावेज के अनुलग्नक-V, पृष्ठ क्रम संख्या. A-15 पर दिया गया है) ।

The tenderer should have UDIN Certified document minimum net worth of **Rs. 8.64 Lakhs** issued by certified Chartered Accountants. (Annexure-V at page no. A-15 of Tender document)

उपर्युक्त उल्लिखित सभी दस्तावेजों की स्कैन की गई प्रति, सीपीपी पोर्टल पर प्रस्तुत करना होगा ।

Scanned copy of all documents of Envelope-I mentioned above shall be submitted on the CPP portal.

लिफाफा-II (सी पी पी पोर्टल के माध्यम से वित्तीय ई-बोली).

Envelope –II: -The Financial e-Bid through CPP portal.

सभी दरें प्रदान किए गए प्रारूप में उद्धृत की जाएंगी और कोई अन्य प्रारूप स्वीकार्य नहीं है। यदि निविदा दस्तावेज के साथ एक मानक BOQ प्रारूप के रूप में मूल्य बोली दी गई है, तो वही डाउनलोड किया जाना है और सभी बोलीदाताओं द्वारा भरा जाना है। बोलीदाताओं को BOQ फ़ाइल डाउनलोड करने, इसे खोलने और अपने संबंधित वित्तीय उद्धरणों और अन्य विवरणों (जैसे बोली लगाने वाले का नाम) के साथ नीले रंग (असुरक्षित) कोशिकाओं को पूरा करने की आवश्यकता होती है। किसी भी अन्य कोशिकाओं को नहीं बदला जाना चाहिए। एक बार विवरण पूरा होजाने के बाद, बोलीदाता को फ़ाइल नाम बदले बिना इसे सहेजना और ऑनलाइन जमा करना चाहिए। यदि बीओक्यू फ़ाइल को बोलीदाता द्वारा संशोधित किया जाता है, तो उसकी बोली खारिज कर दी जाएगी।

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

3. बोली प्रस्तुत करना / Bid submission:-

निविदाकर्ता केवल सीपीपी पोर्टल: <https://etenders.gov.in/eprocure/app> पर अपना आवेदन प्रस्तुत करेगा । निविदाकार / ठेकेदार को सलाह दी जाती है कि वह निविदा दस्तावेज में दिए गए निर्देशों का पालन करके बोलियाँ प्रस्तुत करें । पैरा 2 के अनुसार स्कैन किए गए दस्तावेज की डिजिटली हस्ताक्षरित फ़ाइल को अपलोड करने के लिए निविदाएं आवश्यक हैं । बोली दस्तावेजों को 100dpi के साथ काले और सफेद विकल्प के साथ स्कैन किया जा सकता है जो स्कैन किए गए दस्तावेज के आकार को कम करने में मदद करता है ।

ऊपर निर्दिष्ट के अलावा अन्य स्थान पर आवेदन अपलोड करने पर विचार नहीं किया जाएगा। आवेदन की हार्ड कॉपी पर विचार नहीं किया जाएगा ।

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

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

(C- Nil, I- Nil, O- Nil)

4. एक निविदाकर्ता अथवा जिन निविदाकर्ताओं के व्यावसायिक संबंध हैं उनके द्वारा एक से अधिक निविदाएं प्रस्तुत नहीं की जाएंगी किसी भी परिस्थिति में पिता और उसके बेटे या अन्य करीबी रिश्ते जो एक दूसरे के साथ व्यावसायिक संबंध रखते हैं (यानी जब एक या अधिक पार्टनर / निदेशक हैं) तो प्रतियोगियों को अलग अनुबंध के लिए निविदा की अनुमति दी जाएगी। इस शर्त का उल्लंघन पर दोनों पक्षों की निविदायें अस्वीकृति के लिए उत्तरदायी होंगी।

Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. निविदाएं, जिन्होंने सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (CPPP) की वेबसाइट <http://etenders.gov.in/eprocure/app> से टेंडर डाउनलोड किया है, किसी भी तरीके से डाउनलोड मूल्य बोली टेम्पलेट सहित निविदा फॉर्म में छेड़छाड़ / संशोधन नहीं करेगी। यदि किसी को किसी भी तरीके से छेड़छाड़ / संशोधन करते हुए पाया जाता है, तो टेंडर को पूरी तरह से खारिज कर दिया जाएगा और ईएमडी को जब्त कर लिया जाएगा और टेंडर को एएआई के साथ व्यापार करने से प्रतिबंधित किया जाएगा।

Tenders who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

6. **बोलियां खोलने की प्रक्रिया इस प्रकार है / Bids opening process is as below:-**

लिफाफा- I (निविदा प्रोसेसिंग शुल्क, बयाना , तकनीकी बोली और पूर्व योग्यता) :-

Envelope-I (Tender processing fee, EMD, Technical bid and Pre-qualification):-

एनवेलोप-I के दस्तावेज पैरा 2 (ए), (बी) और (सी) (निविदाओं द्वारा अपलोड) के अनुसार क्रिटिकल डाटा शीट में उल्लिखित तिथि और समय पर खोले जाएंगे।

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

यदि बोली लगाने वाले के पास काम के बोली दस्तावेज से संबंधित कोई प्रश्न है, तो उन्हें स्पष्टीकरण मांगने के लिए सीपीपी पोर्टल पर 'सीक क्लेरिफिकेशन' का उपयोग करना चाहिए। इस संबंध में संचार का कोई अन्य माध्यम मान्य नहीं किया जाएगा।

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

यदि लिफाफा-I में अपने अपलोड किए गए दस्तावेजों में कमी के बारे में निविदाकर्ता से किसी भी स्पष्टीकरण की आवश्यकता है, तो उसे आवश्यक होने पर सीपीपी पोर्टल या ईमेल के माध्यम से प्रदान करने के लिए कहा जाएगा। निविदाकर्ता एएआई द्वारा निर्दिष्ट समय के भीतर अपेक्षित स्पष्टीकरण / दस्तावेजों को अपलोड करेगा, यह विफल होने पर कि यह माना जाएगा कि बोली लगाने वाले के पास जमा करने के लिए कुछ भी नहीं है और तदनुसार बोली का मूल्यांकन किया जाएगा। बोलियों की स्वीकृति / अस्वीकृति के बारे में सूचना CPP पोर्टल के माध्यम से निविदाकारों को दी जाएगी।

If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through CPP portal or email if required. The tenderer shall upload the requisite clarification/ documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

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

लिफाफा- II (वित्तीय बोली) / Envelope-II (Financial Bid) :-

तकनीकी मानदंडों को पूरा करने और योग्य आवश्यकताओं को पूरा करने वाले निविदाओं की वित्तीय बोली युक्त लिफाफा

(C- Nil, I- Nil, O- Nil)

को CRITICAL DATA SHEET में उल्लिखित तिथि और समय पर खोला जाएगा। (यदि लिफाफा-II (वित्तीय बोली) खोलने की तिथि और समय को बदलना आवश्यक है, तो उसे CPP पोर्टल के माध्यम से सूचित किया जाएगा)।

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

7. भारतीय विमानपत्तन प्राधिकरण को किसी एक निविदा को स्वीकार करने या किसी एक या सभी आवेदन को कोई कारण बताएं बिना निरस्त करने का अधिकार होगा।

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

8. कार्यरत एजेंसी जिनका कार्य निष्पादन चालू परियोजना (ओं) के संबंध में ओर असामान्य रूप से बेकार है और भा.वि.प्रा. के किसी भी विभाग अथवा केन्द्रीय / राज्य सरकार के विभाग/ पी एस यू / वर्ल्ड बैंक/ ए डी बी आदि के द्वारा उन्हें तत्कालीन/सदा के लिए निषेध करने का पत्र जारी किया गया हो, को निविदा जारी करने की अनुमति न देने का अधिकार भारतीय विमानपत्तन प्राधिकरण के पास सुरक्षित है। एजेंसी के द्वारा जमा किये गए दस्तावेजों का सत्यापन (कार्य आदेश देने के पहले या बाद) करने का अधिकार भारतीय विमानपत्तन प्राधिकरण के पास सुरक्षित है। यदि किसी भी स्तर पर निविदाकर्ता द्वारा जमा किये गए को गलत / झूठा या कोई भी अनियमितता पाया जाता है जो कि फ़र्म को अयोग्य बनाता हो तो भा.वि.प्रा निम्न कारवाई करेगा।

AAI reserves the right to disallow the working agencies whose performances at ongoing project(s) is below par and usually poor and has been issued letter or restrain/ temporary or permanent debarment / blacklisting by any department of AAI or Central/State Govt. Depts./PSUs/World bank/ADB etc. **AAI reserves the right to verify the credentials submitted by the tenderer at any stage (before or after the award of work). If any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take the following action:**

- a) निविदाकर्ता द्वारा जमा की गई बयाना राशि को पूर्णतः जब्त कर ली जाएगी।

Forfeit the entire amount of EMD submitted by the tenderer.

- b) निविदाकर्ता अनुबंध/कानूनी प्रक्रिया के अनुसार उचित कारवाई के अलावा भा.वि.प्रा.के निविदा प्रक्रिया से बेदखल होने के भागी होंगे।

The tenderer shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.

9. कंसोर्टियम/संयुक्त उधम कम्पनियां भागीदारी करने की अनुमति नहीं है। किसी भी एक फ़र्म को दो आवेदन/निविदा करने की अनुमति नहीं है।

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

10. निविदाकारों को यूडीआईएन उत्पन्न दस्तावेज जैसे बैलेंस शीट / टर्नओवर प्रमाण पत्र, कार्यशील पूंजी प्रमाण पत्र (पिछले 5 वित्तीय वर्षों के दौरान किए गए कार्य और वर्तमान के कार्य), निवल मूल्य प्रमाण पत्र, गैर-सरकारी स्रोत पर कर कटौती (टीडीएस) प्रमाण पत्र जमा करना होगा। सीए द्वारा विधिवत प्रमाणित और यूडीआईएन के साथ एनआईटी शर्तों के अनुसार होना चाहिए। यूडीआईएन के बिना बोलीदाताओं द्वारा प्रस्तुत किए गए दस्तावेजों पर विचार नहीं किया जाएगा।

Tenderers have to submit UDIN generated documents like balance sheet/ turnover certificate, working capital certificate (works done during last 5 financial years and works in hand), net worth certificate, Tax deduction at source (TDS) certificates for non-Govt. works etc.as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

11. केन्द्रीय सार्वजनिक क्षेत्र के उपक्रमों को क्रय सम्बन्धी वरीयता, स्वीकृति की तारीख को विद्यमान भारत सरकार के निर्देशों के अनुसार देय होगी।
Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

12. भारतीय, सूक्ष्म और लघु उद्यमों (MSE) इकाइयों को DIC/NSIC/KVIC/KVIB/हस्तशिल्प और हथकरघा निदेशालय इत्यादि के साथ पंजीकृत, MSEs 2012 के आदेश के साथ सार्वजनिक खरीद नीति के प्रावधान के अनुसार दिया जाएगा। संशोधन, आपूर्ति / सेवाओं के निविदाओं के लिए लागू होंगे परन्तु निर्माण कार्य के लिए लागू नहीं होंगे।

Concession to Indian, Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc., to be given as per the provision of Public Procurement Policy for MSEs order 2012 with upto date amendments, shall be applicable for tenders of supply/services and shall not be applicable for construction works.

सहायक महाप्रबंधक (अभि.-सिविल)
Asstt. General Manager (Engg.-Civil),
कृते अध्यक्ष भारतीय विमानपत्तन प्राधिकरण,
For and on behalf of the Chairman AAI
सिविल एन्क्लेव, जामनगर-361006
Civil Enclave, Jamnagar-361006

Note : हिंदी और अंग्रेजी संस्करण में अंतर या अस्पष्टता के मामले में, अंग्रेजी संस्करण मान्य होगा /
In case of difference or ambiguity in Hindi and English version anywhere, the English version will prevail.

Annexure-I

<u>PQ PROFORMA TO BE SUBMITTED BY APPLICANTS</u> (FORMAT TO BE SUBMITTED BY APPLICANTS IN ENVELOPE-I)		
कार्य का नाम :- जामनगर हवाईअड्डे पर वर्ष 2022-23 के दौरान ऑपरेशनल और नॉन ऑपरेशनल क्षेत्र में वार्षिक रख रखाव और मरम्मत (सिविल) के कार्य। Name of Work: - Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar.		
Envelope-I (Tender Fee, EMD, Unconditional Acceptance, Pre-qualification and Technical bid) shall contain digitally signed scanned documents of:		
1.1	Name &Address of the applicant firm/ Organization Telephone/Fax No. Authorized signatory (Name & Designation) E-mail address of Bidder	
1.2	Undertaking for Unconditional Acceptance of AAI's Tender Condition, Annexure–VI (page A-16)	Scanned copy of duly signed and stamped unconditional acceptance letter uploaded (Yes/No)
1.3	Tender processing fee for an amount of Rs 1180/- paid through online CPP portal as per NIT clause- 2(A)(i)	Copy enclosed (Yes/No)
1.4	Earnest Money Deposited for an amount of Rs 1,15,200/- paid through online CPP portal as per NIT clause- 2(A)(ii) .	Copy enclosed (Yes/No)
1.5	PAN No of the firm.	Copy enclosed (Yes/No)
1.6	Valid Registration Certificate as per NIT	Copy enclosed (Yes/No)
1.7	Certificate from clients of having satisfactory details (three works, each of Rs. 23.04 Lakh or two works each of Rs. 28.80 Lakh or one work of Rs. 46.08 Lakh in single contract of similar nature of work i.e. Building Works during last seven years ending on 29/04/2022.	Copy enclosed (Yes/No)
1.7.1	Work No. 1	
	Name of work/ similar nature of work-	
	Value of work	
	Date of Start	

(C- Nil, I- Nil, O- Nil)

	Date of Completion(Stipulated)	
	Date of Completion (Actual)	
	Completion cost	
	TDS Amount, if applicable (Copy to be attached along with C. A Certificate bearing UDIN number)	
1.7.2	WorkNo.2	
	Name of work/ similar nature of work-	
	Value of work	
	Date of Start	
	Date of Completion(stipulated)	
	Date of Completion(Actual)	
	Completion Cost	
	TDS Amount, if applicable (Copy to be attached along with C. A Certificate bearing UDIN number)	
1.7.3	WorkNo.3	
	Name of work/similar nature of work–	
	Value of work	
	Date of Start	
	Date of Completion(stipulated)	
	Date of Completion(Actual)	
	Completion Cost	
	TDS Amount, if applicable (Copy to be attached along with C. A Certificate bearing UDIN number)	
1.8	Whether experience from Non-Govt. / Non-PSU organizations?	Yes/No
	If yes	TDS Certificate enclosed (Yes/No)
1.9	Annualized average financial turnover of Rs.17.28 Lakh against works executed during last three years ending 31st March of the previous financial year.	Abridged balance sheet & profit & loss A/c statement enclosed (Yes/No)
	Year2018-19	
	Year2019-20	
	Year2020-21	
	Average	
1.10	Undertaking regarding Debarred/Blacklisted Annexure-III (Pg no. A-13)	Copy enclosed (Yes/No)

(C- Nil, I- Nil, O- Nil)

1.11	Scanned copy of 'Undertaking' on Company's Letter Head regarding deployment of sufficient plant and machinery as per the requirement of work in consultation with the Engineer-in-charge (EIC) to achieve the milestones / targets and overall completion within the time period.	Copy enclosed (Yes/No)
1.12	GST registration no.	Copy enclosed (Yes/No)
1.13	Undertaking for "Input tax credit have been passed to AAI" as per Annexure-II on Page A-12.	Copy enclosed (Yes/No)
1.14	Certificate of Net Worth form Chartered Accountant Annexure-V on Page A-15. (Issued by certified Chartered Accounts bearing UDIN number)	Copy enclosed (Yes/No)
1.15	Form of bank guarantee against EMD, (EMD submitted in the form of DD/ BG), at Page 94.	Copy enclosed (Yes/No)
1.16	EPF & ESIC registration certificate.	Copy enclosed (Yes/No)
1.17	Authorization letter / power of attorney, (Document to be enclosed in case of firm)	Copy enclosed (Yes/No)
1.18	Digitally signed tender document (Confirm Uploaded complete tender documents)	Copy enclosed (Yes/No)
1.19	Dully filled PQ Proforma	PQ Proforma Uploaded (Yes/No)
Envelop-II (Financial Bid)shall contain: -		
2.1	Financial bid through e-portal (not to put in Envelop I, & II), Uploaded on CPP e- tendering portal only.	Yes/No
	Any other information	

Place:

Date:

SIGNATURE WITH STAMP
Authorized signatory of the Firm

(C- Nil, I- Nil, O- Nil)

Annexure -II

(To be submitted by bidder on his letter head)

Undertaking for Input Tax Credit have been passed on to AAI

I/We _____ (Name of company/Firm) _____ hereby undertake that all the Input Tax Credit (ITC) related to the Invoices raised by us for this work has been passed on to AAI. In case of non-compliance of GST provisions and blockage of any Input Tax Credit, we will be held responsible for indemnifying AAI for any loss.

Name & Signature of contractor / Firm

(With official rubber stamp)

Date: _____

(C- Nil, I- Nil, O- Nil)

UNDERTAKING
(Regarding Debarred / Blacklisting)
[On Company's Letter Head]

I/Weon behalf of M/s
..... do here by solemnly affirm and state as follows:-

Our firm is not debarred / blacklisted by AAI Central/State Govt. Depts. /PSUs/World Bank/ADB etc. and the debarment is not in force as on last date of submission of this E-bid. Our firm understand that in case above is discovered at later stage, our firm shall be liable for entrainment from bidding in AAI apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

Date:

Place:

**Signature and name of the authorized
Signatory of the firm**

(C- Nil, I- Nil, O- Nil)

E – Payment

To,
Asst. General Manager (Engg-Civil)
Airports Authority of India,
Civil Enclave Jamnagar
Gujarat – 361 006

Subject: Request for E – Payment.

Sir,
The following particulars are given below for effecting E-payment in respect of our Claim / Bill.

1. Name of The Company :
2. Address :
3. Bank Account Number :
4. Bank Address :
5. Bank Address :
6. Branch Code :
7. IFSC Code of the Bank :
8. Permanent A/c No of the Company: :

We also enclosed herewith a cheque duly cancelled of our above Bank A/c.

Thanking You,

Yours faithfully,

(Authorized Signatory)

(C- Nil, I- Nil, O- Nil)

AIRPORTS AUTHORITY OF INDIA

Certificate of Net Worth from Chartered Accountant

'It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & registered Address of Individual/Firm/Company), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date)."

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

.....

UDIN

.....

Date and Seal

(C- Nil, I- Nil, O- Nil)

UNDERTAKING TO BE PUT IN ENVELOPE 'I'
FOR UNCONDITIONAL ACCEPTANCE

Date:

**To,
Asst. General Manager (Engg-Civil)
Airports Authority of India,
Civil Enclave, Jamnagar,
Jamnagar-361006.**

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work **"Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar."** Have been sold to me/us by Airports Authority of India and I /we here by certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us on CPP portal which shall form part of the contract agreement and I/We shall a bid by the conditions/clauses contained therein.
2. I/We here by unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender Document have been noted where in it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions in the tender uploaded in Envelope-I, & II. In case, any condition are found in Envelope I i.e. Technical Bid then Envelope-II i.e. Financial Bid shall not be opened or if any condition found in Envelope-II i.e. The tender shall be rejected and AAI shall without prejudice to any to her right or remedy be at liberty to take appropriate action.
4. 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/We will immediately report it to the appropriate authority in AAI.
5. The Scanned copy of the online payment receipt for earnest money of **Rs 1,15,200/-** (Rs One Lakh Fifteen Thousand Two Hundred Only) for this work is attached herewith.
7. I/We agree that "If at any stage, any information/documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate /legal action".

Thanking you,

Yours faithfully,

Date:

(Signature of the tenderer)
(With rubber stamp)

(C- Nil, I- Nil, O- Nil)

BLANK



GENERAL CONDITIONS OF CONTRACT

2017

AIRPORTS AUTHORITY OF INDIA

AIRPORTS AUTHORITY OF INDIA

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GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders".
Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tenders or item rate tenders
2. Notice Inviting Tender, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the tender documents but the same shall form part of the agreement to be entered into and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in Notice Inviting Tender and in Schedules B to F before issue of Tender documents.
5. The intending bidders will quote their rates in Schedule A.
6. The proforma for registers and Schedules A to F are given for information and guidance. These are not to be filled up and submitted. The Schedules with all blanks, duly filled up, shall be submitted by intending tenderers.

Airports Authority of India

Item/ Percentage Rate Tender & Contract for Work

Airport: Jamnagar
Branch: Civil Engineering

Division :
Sub-Division :

Tender for the work of "Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar."

(A) Tender in two e-bids (Envelope-I & II to be uploaded upto **29/04/2022 by 1800 Hrs** on CPP e-Tender Portal.

Envelope-I to be opened on **02/05/2022 at 11:30Hrs** in the office of **AGM (Engg-Civil), Airports Authority of India, Civil Enclave Jamnagar -361006.**

TENDER

I / We have read and examined the notice inviting tender, schedule A,B,C,D,E & F, Specifications applicable, Drawings,& Designs, 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 here by tender for the execution of the work specified for the Airports Authority of India with in the time specified in Schedule 'F' viz. schedule of quantities and in accordance in all respects with the Rules and Directions and in Clause11 of the Conditions of contract and with such materials are provided for, by 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 Envelope-II (Financial Bid) of two bids and not to make any modifications in its terms and conditions.

A sum of **Rs. 115200/- (Rupees One lakh Fifteen thousand Two Hundred Only)** only to be submitted online through SBI MOPS Gateway using SBI/Other Banks/NEFT/RTGS mode If I /we, fail to furnish the Online Deposit within prescribed period, I/we agree that the said Chairman, A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to take appropriate action as per terms of contract. Further, if I/ we fail to commence work as specified, I/we agree that Chairman, A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by AAI towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.



Further, I/We agree that in case of forfeiture of ~~earnest money~~ or Performance Guarantee or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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

Date: _____ Signatures of _____

Contractor: _____

Postal Address _____

Witness: _____

Occupation: _____

ACCEPTANCE

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

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

- (i)
- (ii)
- (iii)

For & on behalf of Chairman, Airports
Authority of India

Signature-----

Designation-----

Date-----

AIRPORTS AUTHORITY OF INDIA

General Rules & Directions

1.	General Rules & Directions	<p>All work proposed for execution by contract are notified in a form of invitation to tender pasted in public places /NIC CPP Portal and signed by the officer inviting tender or by publication in Newspapers and posted on AAI web-site and NIC CPP Portal http://etenders.gov.in and www.aai.aero (for reference only).</p> <p>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 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. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.</p>
2.		In the event of the e-tender being submitted by a firm, it must be digitally signed. Such tender will be treated as signed tender. For physical tender 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.
2. (A)		In case of the tender submitted by a Joint Venture / Consortium / any of joint venture / consortium agreement in the specified project, the lead partner should be identified and the lead partner shall sign the documents in respect of the work. No tender shall be entertained from any other person or firm other than the lead partner shall not be entertained.
3.		Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. Bank details shall be furnished by the firm through an application duly signed by all partners for payment to the firm through bank transfer.
4.	Applicable for item Rate Tender only .	<p>Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. The person who propose any alteration in the work specified in the said invitation to tender, or in the time allowed for carrying out the work, or who comply with any other conditions of any sort, including conditions of tender, will be primarily rejected. No single tender shall include more than one item. Contractors who wish to tender for two or more items shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.</p> <p>The rate(s) must be quoted in decimal figure. Amount must be quoted in full Rupees by ignoring paise. Considering more than 50 paise as Rupee one. In case of item tendered amount (worked out on the basis of quoted rate of individual item) of two or more contractors is same, then such lowest contractors will be selected. If the lowest contractor submit revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of</p>

		<p>revised offer.</p> <p>If the revised tendered amount (worked on the basis of quoted rate of individual items) of two or more contractors received revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Jt. GM (Engg)/ AGM (Engg)/ Sr Manager (Engg) in-Charge and minor component(s) work and the lowest contractors those having quoted equal amount of their tenders.</p> <p>In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted earlier at the time of submission of tender, then such revised offer shall be treated as invalid. Such case of revised offer of the lowest contractor or refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.</p> <p>In case all the lowest contractors have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.</p> <p>Contractor, whose earnest money is forfeited because of non-submission of revised offer or quoted revised rate(s) of any item(s) than their respective original rate at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.</p> <p>Note: Till the software supports the above provisions, revised offers from tenderers forming the tie shall be obtained and procedure prescribed for “Restricted call of tenders” shall be adopted (for e-tenders).</p>
4. (A)	Applicable For Percentage Rate Tender only.	<p>In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if;</p> <ol style="list-style-type: none"> 1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub-head of the tender. 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub-head of the tender. 3. The percentage quoted above/below is different in figures and words on the total amount of tender or any section/sub-head of the tender. <p>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.</p> <p>No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.</p> <p>In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more bidders is same, such lowest bidders will be asked to submit revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two more bidders received in revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lots in the presence of Jt. GM (Engg)/ DGM (Engg)/ AGM (Engg)/ Sr</p>



		<p>Manager (Engg) in-Charge of work & the lowest bidders those who have quoted equal amount of their tenders. In case all the lowest bidders those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each bidder.</p> <p>Bidders, whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p> <p>Note: Till the time software supports the above provisions, revised offers from tenderers forming the tie shall be obtained and procedure prescribed for “Restricted call of tenders” shall be adopted.</p>
4. (B)		<p>In case the lowest tendered amount (estimated cost \pm amount worked on the basis of percentage above/below) of two or more contractor is same, such lowest contractor will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub section/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section /sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.</p> <p>In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two more contractors received in revised offers is again found to be equal, the lowest tender, among such contractor, shall be decided by draw of lots in the presence of Jt.GM(Engg)/DGM (Engg), AGM (Engg)/Sr. Manager (Engg) in -Charge of major & minor component(s) of work & the lowest bidders those who have quoted same tendered amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each bidder.</p> <p>Bidders, whose earnest money is forfeited because of non submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p>
5.		<p>The officer inviting tender or his duly authorized representative, will open tenders in the presence of any intending bidders who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule – I.</p> <p>In the event of a tender being rejected, the earnest money shall there upon be returned to the contractor remitting the same, without any interest.</p>
6.		<p>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.</p>
7.		<p>The receipt of an accountant or clerk for any money paid by the bidder towards tender fee will not be considered as any acknowledgement or payment to the officer inviting tender and the bidder shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised cashier.</p>
8.		<p>The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending bidder without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.</p>

9.		The bidders shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents drawings and records connected with the work given to them. The unsuccessful bidders shall return all the drawings given to them.
9(A).		Use of correcting fluid anywhere in tender document is not permitted. Such tender is liable for rejection. If there is any correction it should be cut with a straight line and substituted and cello tape to be provided on all the rates quoted in case of physical tenders.
10.	Applicable for Item Rate Tender Only.	<p>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 bidder in item rate tender shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However,</p> <ol style="list-style-type: none"> if a discrepancy is found between rates in figures and in words, then the rates which correspond with the amount worked out by the bidder shall be taken as correct. If the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by the bidder in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and not the amount. In event no rates have been quoted for any item(s) leaving space blank both in figure(s) and word(s), the quoted rate in figure(s), and word(s) but the amount corresponding to the item(s) is worked out by the bidder, then the rate(s) of the item(s) shall be taken as correct. In event no rates have been quoted for any item(s), leaving space both in figure(s) and word(s) and amount blank, it will be presumed that the bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. Sub Para i to iv above shall not be applicable in case of e-tendering
	Applicable for percentage rate tender only.	<p>In case of percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected Percentage quoted by the bidder in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.</p> <p>However, if the bidder has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures,</p> <ol style="list-style-type: none"> The percentage which corresponds with the amount worked out by the bidder shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the bidder or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the bidder in words shall be taken as correct. Where the percentage quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the bidder will, unless otherwise proved, be taken as correct and not the amount.
11.		In the case of any tender where percentage 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.
12.	Applicable for Item Rate Tender only.	All rates shall be quoted on the tender form. The amount for each item should be worked out and the total amount should be taken to write the rates in figures and words. The amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in

		figures and in words. In case of figures, the word 'Rupees' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be written in small places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
12(A).	Applicable for percentage rate tender only.	In Percentage Rate Tender, the tenderer shall quote percentage below / above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and work 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. (quoting of rates in Paise is not applicable in e-tenders)
13	Acceptance of abnormally low quoted bid & Revenue Expenditure Contract)	<p>Wherever the price of the lowest bidder is lower than the justified cost by more than 25%, lowest bid can be termed as Abnormally Low Quoted Bid (ALQB). Processing of such bid shall be as follows:</p> <ol style="list-style-type: none"> The bid processing manager shall seek from lowest bidder, a Bank Guarantee amounting to 10% of the difference between 75% of the justified cost and the cost quoted by the bidder. This bank guarantee shall be termed as Quality Protection Bank Guarantee (QPBG) and shall be over and above the normal bank guarantee and shall be valid upto the completion of the work. The Lowest bidder has to submit the QPBG within 10 days of receipt of letter from Bid Manager. On receipt of QPBG from the lowest bidder, the bid processing manager shall submit the case to the officer competent to take the decision as per delegation of power. In case of Percentage Rate Tender, QPBG shall be asked for 10% of the difference between 75% of the justified cost and the corresponding cost worked out on the basis of percentage quoted by lowest bidder. This QPBG for any tender shall be a fixed amount as one time measure and will not vary at any time during the validity of the work or contract. The Justified cost worked out by AAI shall be final and binding on the contractor. In case of our exclusive LCB like MESS, Annual Maintenance Contract or similar Operation & Maintenance Contract and other similar work, contractor shall transfer/deposit salary of the individual worker to their bank account which should be linked with AADHAR and statement is to be submitted to AAI alongwith each running bill and a bill. In case the lowest bidder fails to submit QPBG within stipulated time, as decided by Bid Manager or Contractor does not transfer/deposit salary of the individual worker to his/her bank account which should be linked with AADHAR and do not submit statement to AAI as the case may be, the tender shall be rejected / foreclosed and EMD/SD collected till date shall be forfeited. In case of non-execution / completion of the work, QPBG and EMD / SD collected till date shall be forfeited.

13A		In case the contractor does not carry out the work on ALQ items as per schedule or as per NIT specifications, the Engineer-in-charge shall issue a letter to the contractor to comply its obligations as per schedule items. Engineer-in-charge shall also give one reminder after 7 days of 1 st letter and if contractor still do not start the work of the work then bank guarantee i.e. QPBG should be encashed and work should be executed through another agency at his risk and cost.
14		<p>i. The bidder, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tender amount within the period specified in Schedule F. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank, not co-operative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed.</p> <p>ii. The bidder, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 5% of the contract amount of the work.</p> <p>iii. In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted.</p> <p>iv. The Security deposit (under ii & iii above) 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.</p> <p>v. Security deposit will also be accepted in the form of Fixed Deposit Receipts / Guarantee Bonds of any Scheduled Bank, not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.</p>
15.		On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
16.		<p>1. Rates to be quoted by the parties should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items.</p> <p>2. However, GST, as applicable, shall be paid to the contractor, for any taxable supply / services / construction rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.</p> <p>3. In case supplies / services / works involve imports; the same should be identified separately. Basic custom Duty & IGST will be paid directly by AAI by utilizing EPCG license/Duty Credit Scrip under Service Export from India Scheme (SEIS) of Govt. of India.</p>
17.		The contractor/ bidder shall give a list of AAI employees related to him.

18.		The tender for the work shall not be witnessed by a contractor or contractors/ bidders who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
19.		The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
20.		The contractor/ bidder shall submit list of works completed in last 5 years*as well as which are in hand (in progress) in the following format for assessing bidding capacity of the bidders:-

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

21		The contractor/bidder shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Director (Engg.) 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.
22		If complete site is available for work, the work shall be completed in the manner specified here in special condition of contract and NIT specifications.
23		If complete site is not available for taking up the work, the same shall be made available in phases. The scope of work covered in each phase, time for completion of work in each phase and methodology of taking over completed work in phased manner has been specified under special conditions of contract. The completion time for each phase shall be applicable as indicated in tender documents. The work shall also be taken over by Engineer-In-Charge in phases. The warranty for the works executed in each phase shall be applied independently w.e.f. date of completion /taking over of individual phase.

CONDITIONS OF CONTRACT

Definitions :

1.		The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complimentary to one another.
2.		In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
		<ul style="list-style-type: none"> i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. ii. The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract. iii. The Contractor/tenderer/bidder shall mean the individual, firm or company whether incorporated or not, Joint Venture / Consortium undertaking the works and shall include the legal personal representative of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. iv. The Chairman means the Chairman Airports Authority of India and his Successors. v. The Engineer-in-Charge means the Engineering Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule 'F' hereunder. vi. AAI or Airports Authority of India shall mean the Chairman Airports Authority of India. vii. The terms Member(Planning) means the head of Department of Engineering, Airports Authority of India. viii. Accepting Authority shall mean the authority mentioned in Schedule 'F'. ix. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, terrorism, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Airports Authority of India of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Airports Authority of India's faulty design of works. x. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the parts of works assigned to other agency(s) by the contractor as per terms of contract.

		<p>xi. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.</p> <p>xii. Department means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.</p> <p>xiii. Tendered value means the value of the entire work as stipulated in the letter of award.</p>
3.	Scope and Performance	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4.		Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5.		The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6.	Works to be carried out	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7.	Sufficiency of Tender	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8.	Discrepancies and Adjustment of Errors	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
8.1		In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed :-
		<p>i. Description of Schedule of Quantities.</p> <p>ii. Particular/ technical Specification and Special Condition, if any.</p> <p>iii. Drawings.</p> <p>iv. C P W D Specifications.</p> <p>v. Indian Standard Specifications of B I S./ IRC Code of Practice / ASTM standards.</p> <p>vi. Sound Engineering practice as directed by the Engineer-in-charge, whose decision in this regard shall final and binding on the contractor.</p>
8.2		If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
8.3		Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from

		the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
8.4	Payment for similar items with different quoted rates in different subheads of the contract agreement	If the contractor has quoted different rates for the same item appearing in two or more subheads, then the lowest of the rates quoted shall only be considered for payments during execution of work. In case of deviation of quantity of such item, payments shall be made at the lowest quoted rate for quantity executed upto the deviation limit specified in the contract. Beyond the deviation limit the rate shall be derived as per relevant contract provision.
9.	Reverse Auction for purchase tenders	AAI may opt for reverse auction in case of any tender if value of supplies put to tender is more than Rs. 100000 DELETED
10.	Signing of Contract	The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work, sign the contract consisting of :
i)		<ul style="list-style-type: none"> i. The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. ii. Standard AAI Form as mentioned in Schedule 'F' consisting of : <ul style="list-style-type: none"> a. Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexures thereto. b. AAI Safety Code. c. Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors. d. AAI Contractor's Labour Regulations. e. List of Acts and omissions for which fines can be imposed. iii. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1

	Performance Guarantee	This clause is applicable for the works for which the estimated cost put to tender is more than Rs.5 crores in each work.
		i. The contractor shall submit an amount equal to 5% of the Performance Guarantee of 5% (Five percent) of the Tender amount in addition to other deposits mentioned elsewhere in the contract for his performance of the contract agreement, (not withstanding any other provisions in the contract) within 30 days of the date of issue of award letter. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantees of any Scheduled bank but not Co-operative or Gramine Bank. The form of the form annexed hereto.(Appendix-XI) The contractor shall deposit the said fixed deposit as paid performance guarantee and the Bank is unable to pay the said fixed deposit receipts or Guarantees, the contractor shall forthwith demand furnish additional security to make good the deficit.
		ii. Performance guarantee shall be furnished within 30 days of issue of award letter. In case the contractor fails to furnish performance guarantee within the stipulated period, the amount payable to the contractor for the work done in respect of 1 st running account bill. Moreover, interest @10% per annum on the performance guarantee amount would be levied (non-refundable) for the period of submission.
		iii. The Performance Guarantee shall be valid upto the stipulated date of completion of work. In case the time for completion of work gets extended beyond the stipulated time, the contractor shall get the validity of Performance Guarantee extended upto the stipulated 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. However, in case of contracts involving maintenance of buildings and services / any other work thereafter, 50% of Performance Guarantee shall be retained as Security Deposit as per contract conditions. The same shall be returned on successful completion of commitment year wise proportionately.
		iv. The Engineer-in-Charge shall not make a claim under the performance guarantee except for any amount to which the AAI is entitled under the contract (notwithstanding any other provisions in the contract) in any of the following cases: <ol style="list-style-type: none"> a. For any reason to extend the validity of the Performance Guarantee as mentioned herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. b. For any reason to extend the validity of the Performance Guarantee, either by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer-in-Charge.
		v. In case the contract being determined or rescinded under provision of any of the Clauses/Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chairman, AAI.

CLAUSE 1 A

	Recovery of Security Deposit	<p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making 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 and final bill till the sum deducted 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 Deposit at the rate mentioned above in the form of fixed deposit receipts or guarantee bonds of any Scheduled Bank but not Co-operative or Gramin Bank. In case fixed deposit receipts or Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt or Guarantee Bonds, the loss caused thereby shall fall on the contractor and the contractor shall within on demand furnish additional security to the AAI to make good the default.</p> <p>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 therefrom, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipts or Guarantee Bonds tendered by the Scheduled Banks (but not any Co-operative or Gramin bank) (if deposited for more than 12 months) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by 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.</p> <p>Note 1: Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with provisions contained in the clause 17 which shall be extended from time to time depending upon extension of contract under provision of Clause 2 & Clause 5.</p> <p>Note 2: Note 1 above shall be applicable for both clause 1 and 1 A.</p>
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Clause 2

	Compensation for Delay	<p>If the contractor fails to maintain the required progress in terms of clause 5 or to complete the Work and clear the site on or before the contract or justified extended date of completion as per clause 5(excluding any extension under clause 5.5) as well as any extension granted under clause 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the AAI on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p>i) Compensation for delay of work</p> <p>If the completion of work is delayed due to reasons attributed to contractor, AAI shall be entitled for compensation for delay as detailed below :</p> <p>For works costing upto Rs 10 Lac:</p> <p>i. 1.0% (one percent) of tendered value per week of delay or lesser amount as decided by the competent authority subject to a Maximum of 10% of contract value.</p> <p>ii For the works costing more than Rs 20 Lac</p> <p>a. For the works having completion period less than 2 years</p> <p>0.5% (half percent) of tendered value per week of delay or lesser amount as decided by the competent authority subject to a Maximum of 10% of the tendered value.</p> <p>b. For the works having completion period more than 2 years</p> <p>0.5% of tendered value per week of delay or lesser amount as decided by the competent authority subject to a maximum of 10% of the tendered value.</p>
		<p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in schedule 'F' for which a separate period of completion is originally given.</p> <p>In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.</p>

		<p>Provided that compensation during the progress of work beyond the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in schedule 'F', after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with AAI. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>
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Clause 2A

	Incentive for early completion	<p>In case, the contractor completes the work ahead of stipulated date of completion, a bonus @ 1 % (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid at once with final bill after completion of work. Provided always that provision of the clause 2A shall be applicable only when so provided in 'Schedule of Milestones'. This clause shall be applicable for the work for which estimated cost put to tender is Rs. 50.00 Cr and above for pavement work and Rs. 100.00 Cr and above for building work.</p>
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Clause 2B

	Release of withheld amount against compensation for delay.	<p>Withheld amount towards compensation for delay over and above Rs. 50.00 lacs, can be released against Bank Guarantee (on the format given at Appendix-1) or in the form of fixed deposit receipts or guarantee bonds of any Scheduled Bank but not Co-operative or Gramin Bank, pending finalization of case of extension of time by competent authority as per delegation of powers. Concerned Executive Director (Engg) will authorize such action on receipt of proposal from the Engineer-In-Charge through proper channel.</p>
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Clause 3

	When Contract can be Determined	<p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in</p>
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	<p>any of the following cases:</p> <ol style="list-style-type: none"> i. If the contractor having been given a notice by the Engineer-in-Charge in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-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 and continues to do so after a notice in writing of seven days from the Engineer-in-Charge. iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date on or before such date of completion, and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer in Charge, the contractor will be unable to complete the same or does not complete the same within the period specified. iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge. v. If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI. vi. If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge. vii. If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits any breach of Integrity Pact. 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.
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		<p>xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Chairman, AAI shall have powers :</p> <p>a. To determine the contract as aforesaid so far as performance of work by the Contractor of work is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.</p> <p>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 or any other means to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
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CLAUSE 3 A

		<p>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 or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded within 30 days.</p> <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>
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CLAUSE 4

	Contractor liable to pay compensation even if action not taken under Clause-3	In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
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CLAUSE 5

	Time and Extension for Delay	The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
5.1		After the Contract is awarded, within 15 days, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'. Project Management shall be done. a. For works costing upto Rs. 5.00 Cr. -- CPM/PERT /Bar Chart

		<p>b. Works costing more than Rs. 5.00 Cr. By using Project Management Software like Primavera / MS Project or any other software with the approval of Engineer in charge.</p> <p>c. Contractor shall submit monthly progress reports (2) showing status of various activities and physical completion of work.</p> <p>PROGRAMME CHART</p> <p>i. The Contractor shall prepare an integrated programme chart using Project Management Software for the execution of work, showing clearly all activities from the start of work to completion with details of manpower, equipment and machinery required for the full time of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in-Charge within fifteen days of award of contract. A recovery of Rs. 2500/- (for works costing upto Rs. 5.00 Crores) / Rs. 5000/- (for works costing more than Rs. 5.00 Crores) shall be made on per day basis in case of delay in submission of the above programme.</p> <p>ii. The programme chart should include the following:</p> <ol style="list-style-type: none"> Descriptive note explaining sequence of various activities. Network (PERT / CPM / BAR CHART). Programme for procurement of materials by contractor. <p>Programme for deployment of machinery / equipment's having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of work as per programme the contractor must bring at site adequate shuttering material required for concrete and R.C.C. works etc. for three floors within 15 days from the date of start of work till the completion of RCC work as per programme of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.</p> <p>iii. If at any time, it appears to the Engineer in Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of work, the contractor shall produce a revised programme within 7 (seven) days showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing upto Rs.5.00 Crores) / Rs. 5000/- (for works costing more than Rs. 5.00 Crores) shall be made on per day basis in case of delay in submission of the modified programme.</p> <p>iv. The submission of the programme chart to the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer in Charge to take action against the contractor as per terms and conditions of contract.</p> <p>v. The contractor shall submit the progress report using MS Project/Primavera software as per programme referred above for the work done during previous month to the Engineer in charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs.5.00 Crores) / Rs. 5000/- (for works costing more than Rs.5.00 Crores) shall be made on per day basis in case of delay in submission of the monthly</p>
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		progress report.
5.2		<p>If the work(s) be delayed by:-</p> <ol style="list-style-type: none"> Force majeure, or an act of terrorism Abnormally bad weather, or Serious loss or damage by fire, or Civil commotion, local commotion or strike or lockout, affecting any of the trades employed on the work, or Delay on the part of other contractor or subcontractor engaged by Engineer-in-Charge for executing work not forming part of the Contract, or Non-availability of stores, which are the responsibility of AAI to supply or Non-availability or break down of tools and equipment to be supplied or supplied by AAI or Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control. <p>Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use his best endeavors to prevent or make good the delay and shall take all measures reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall also sign the register at appropriate place for each hindrance.</p>
5.3		<p>Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority indicated in schedule 'F'. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.</p>
5.4		<p>In any such case the Engineer-in-Charge with the approval of authority indicated in schedule 'F' shall give a fair and reasonable extension of time and reschedule the Milestones for completion of work. Such extension or re-scheduling of milestones shall be communicated to the contractor by the Engineer-in-Charge in writing, within 1 month or 4 weeks of the date of receipt of such request. Non-application by the contractor for extension of time/ re-scheduling of milestones shall not be a bar for giving a fair and reasonable extension or re-scheduling of milestones by the Engineer-in-charge with the approval of authority indicated in schedule 'F' and this shall be binding on the contractor.</p>

CLAUSE 6

	Measurements of Work Done	<p>Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be recorded in the Measurement Book and/or level field book. The Engineer-in-charge shall verify all works performed under the contract. All measurements and items shall be taken jointly by the Engineer-in-charge or his authorised representative and the contractor or his authorised representative. The measurements shall be made in time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or his representative for their acceptance. If the contractor objects to a measurement recorded, a note shall be made to that effect with reasons 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 Engineer-in-</p>
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		<p>Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his 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 and fails to countersign or to record objection within a period of seven days from the date of the measurement, then such measurements recorded in the presence of the Engineer-in-Charge or his representative shall be deemed to be correct and binding on the Contractor.</p> <p>The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement and recording levels.</p> <p>Except where any general or detailed description expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or in any other standard or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and for any item for which no standard is available, then a mutually agreed method shall be followed.</p> <p>The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorised representative of the work, before covering up or otherwise placing beyond reach of measurement any work in order that the same may be measured and corrected. No measurement shall be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative of the work who shall be given seven days' notice to inspect the work, and if any work shall be covered up or placed beyond reach of measurement without such notice having been given to the Engineer-in-Charge, the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the work was executed.</p> <p>The Engineer-in-Charge or his authorised representative may cause either themselves or through an officer of the department to check the measurements recorded and otherwise as aforesaid and all provisions stipulated herein shall be applicable to such checking of measurements or levels.</p> <p>It is a condition of this contract that recording of measurements of any item of work in the work book and/or its payment in the interim, on account or final bill shall be considered as conclusive evidence as to the sufficiency of any work or material which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p>
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Clause 6 A

	<p>Computerised Measurement Book</p>	<p>Computerised measurement is mandatory for works costing more than Rs 5.00 Lacs. However, in case of works costing lesser than Rs. 5.00 Lacs Engineer-in-Charge may decide for adopting computerized measurement if required, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per</p>
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		the format of the department so that a complete record is obtained of all the items of works performed under the contract.
		<p>All such measurements and levels recorded by the contractor or his authorised representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorised representative. After the necessary corrections made by the Engineer-in- Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</p> <p>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked <i>from</i> the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerised measurements, and submit to the department a computerised measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.</p> <p>The final, fair, computerised measurement book given by the contractor, duly bound, with its pages machine numbered, should be <i>100%</i> correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the records of Engineer-in-charge, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Engineer-in-charge for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.</p> <p>The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Engineer-in-charge and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements / levels by the Engineer-in-charge or his representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure setforth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general of local custom. In the case of item which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p> <p>The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond reach of measurement any work without</p>

		consent in writing of the Engineer-in-charge or his authorized representative of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
		Engineer-in-charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

	Payment on Intermediate Certificate to be regarded as Advances	<p>No payment shall be made for work, estimated to cost Rs. One lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in- Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Manager / Manager (Engg.) together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is are in accordance with the contract and</p>
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		<p>Specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.</p> <p>Pending consideration or extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt Manager / Manager (Engg) to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.</p>
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CLAUSE 8

	Completion Certificate and Completion Plans	<p>Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete for 'Civil Construction Works' until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangement as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised By the sale thereof.</p> <p>a. For electrical and mechanical capital works: The contractor shall remove the rubbish from the site. Following conditions must be met before recording completion certificate :</p> <p>Submits completion plan, maintenance manual, manufactures catalogue and gives performance test for system.</p> <p>b. For repair works: The performance of the repaired system has been tested and found satisfactory.</p> <p>c. For AMC work: The system has been tested for its performance/ completeness and taken over by AAI / next agency for operation and</p>
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	Maintenance.
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CLAUSE 8 A

Contractor to keep site clean	<p>When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc.</p> <p>Where the work is done without waiting for the actual completion of all the other items of work in the contract, in case the contractor fails to comply with the requirements of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through any Other agency. Before taking such action, the Engineer-in-charge shall give ten Days notice in writing to the contractor.</p>
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CLAUSE 8 B

Completion Plans to be Submitted by the Contractor	<p>The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2013 and (Part -II External) 1994 or latest available specifications, as applicable within thirty days of the Completion of the work.</p> <p>The contractor shall submit completion plan for building works, all services, and obtain occupancy certificate from local bodies on the basis of completion Drawings within a period of 30 days from the date of completion.</p> <p>The contractor shall also submit catalogues of all equipment's and maintenance Manual for the complete E & M systems. If contractor fails to submit completion plans of all works, he shall be liable to pay compensation @ 0.5% of the tendered value of works costing up to Rs. 5 Crores subject to maximum of Rs. 1.00 Lac and 0.25% for works costing more than Rs. 5 crores subject to maximum of Rs. 1.5.Lac. The decision of Project-in-charge in this regard shall be final and binding on the contractor.</p>
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CLAUSE 9

Payment of final bill	The corrected final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in- charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge or his authorised Asstt. Manager / Manager (Engg.), complete with account of materials issued by the Department and dismantled materials.		
	Sl	Value of work	Time limit
	1	If the Tendered value of work is up to Rs. 50 lac	2 months
	2	If the Tendered value of work is more than Rs.50 lac and up to Rs. 2.5 Crore:	3 months
	3	If the Tendered value of work exceeds Rs. 2.5 crore	6 months

		In case of delay in payment of final bills after prescribed time limit, a simple interest @ 5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.
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CLAUSE 9 A

	Payment of contractor's bills to Banks	<p>Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Engineer-in- Charge.</p> <ol style="list-style-type: none"> Informations as per proforma attached. An authorisation in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank. <p>Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Airports Authority of India.</p>
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CLAUSE 10

	Materials supplied by Authority	<p>Materials which Authority will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-charge. As soon as the work is awarded, the contractor shall finalise the plan for the completion of work as per clause 5 of this contract and submit his estimates of materials required on the basis of rate(s) or schedule quantities of the work. The contractor shall submit his requirements to the Engineer-in-charge, which shall be approved by him. During the progress of work as assessed by the Engineer-in-charge in accordance with the agreed phased programme of work, indicating monthly requirements of various materials. The contractor shall place an order in writing for issue of such materials at least 15 days in advance of his requirements. Such materials shall be supplied for the use of the contract only and the contractor shall be responsible for the materials specified in the aforesaid schedule. The contractor shall be responsible for the materials consumed in items of work (including materials wastage) for which payment is being made to the contractor, in accordance with the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition. The contractor shall submit alongwith every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations</p>
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		<p>reconciling total issue, total consumption and certified balance (diameter/ section-wise in the case of steel) and resulting variations and reasons thereof. Engineer-in-charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery 42 at any stage of the work if reconciliation is not found to be satisfactory.</p> <p>The contractor shall bear the cost of getting the material loaded, loaded, loaded, loading, transporting to site, unloading, storing under cover as necessary, assembling and joining the several parts together as necessary. Nothing anything to the contrary contained in any other clause of the contract and all stores / materials so supplied to the contractor or procured with the assistance of the AAI shall remain the absolute property of Authority and the contractor shall be the trustee of the stores/ materials, and the said stores/ materials shall not be removed/ disposed off from the site of the work on any account. They shall be at all times open to inspection by the Engineer-in-charge or his authorised agent. Any such stores/ materials remaining unused shall be returned to the Engineer-in-charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or at any other place specified by him as he shall require, but in case it is decided not to return back the stores/ materials the contractor shall have no claim for compensation on account of such stores/ materials so supplied to him as aforesaid. He shall not be liable for any wastage in or damage to in such stores/ materials.</p> <p>On being required to return the stores/ materials, the contractor shall hand over the stores/ materials on being paid credited such price as the Engineer-in-charge shall determine, having regard to the condition of the stores/ materials. The price allowed for return of stores/ materials, however, shall be at the prevailing market rate not exceeding the price paid for them, excluding the storage charge, if any. The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/ or for criminal breach of trust, be liable to Authority for all advantages or profits resulting from which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof for any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Authority within the original scheduled time for completion of the work, 50% thereof or schedule time plus 6 months whichever is the least, if the time of completion of work exceeds 12 months, but if a part of the material has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the material stores supplied in the aforesaid period. For the completion of the rest of the work the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-charge whose decision in this regard shall be final and binding on the contractor.</p> <p>The contractor shall see that only the required quantities of materials are got issued. At the time of completion or determination of the contract shall be returned to the Engineer-in-charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.</p>
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CLAUSE 10 A

	Materials to be provided by the contractor and Mandatory Tests	<ol style="list-style-type: none"> 1. The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Authority. 2. The contractor shall, at his own expense and without delay; supply to the Engineer in- charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or Referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-charge shall be issued after the test results are received. 3. 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 Engineer-in-charge. 4. If any additional tests apart from mandatory tests specified in the contract are required to be carried out at the instance of AAI or any other advisory body, to ensure conformity of the item to the contract specifications, the cost of such tests shall be borne by AAI. In case the material / equipment fails in the above tests, the expenditure incurred by AAI on testing of such material or equipment along with incidental charges borne by AAI (if any) shall be recovered from the dues of the contractor and action shall be taken under Clause 16 and other relevant clauses of the contract. 5. 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. 6. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-charge or his 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 material 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. 7. The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-charge may cause
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		<p>the same to be supplied and all costs which may be attracted for such removal and substitution shall be borne by the Contractor.</p> <p>8. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule F.</p> <p>9. Details in respect of all mandatory tests shall be maintained in the desired format and attached with each Running Account Bill.</p>
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CLAUSE 10 B

(I)	Secured Advance on Nonperishable materials	<p>1. The Contractor, on signing an indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid the progress of the execution of the work upto 75% of the assessed value of materials which are in the opinion of the Engineer-in-charge non perishable, Non fragile and noncombustible and are in accordance with the contract and which have been brought on the site for incorporation thereof and are adequately stored and/ or protected against damage by weather or other causes but which have not at time of advance been incorporated in the Works. When materials on account of which advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance shall not be payable on other items of perishable nature, fragile and combustible and shall be payable at the discretion of the Engineer-in-charge provided the contractor provides adequate insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high value material such as ordinary glass, sand, petrol, diesel etc.</p> <p>The secured advance shall not be payable against items brought at site for use in electrical and mechanical systems. Such secured advance shall be paid on submission of Collateral Guarantee submitted by the vendor against the payment of equipment/system fails to perform on testing and commissioning. Normally secured advance is paid up to 75% of the assessed value of items but in no case it shall not exceed 80% of cost of items indicated for supply of equipment.</p>
(II)	Mobilisation Advance	<p>2. Mobilisation advance not exceeding 10% of the tendered value shall be paid for the works costing more than Rs 5.00 Cr, subject to the availability of funds and if requested by the contractor in writing within the time indicated below.</p> <p>a. For the works costing between Rs. 5 crores to Rs. 10 crores the application for the issue of mobilization advance must be received in writing within 30 days of handing over of the site.</p> <p>b. For the works costing more than Rs. 10 crores the application for the issue of mobilization advance must be received in writing within 45 days of handing over of the site.</p> <p>c. The contractor shall execute Bank Guarantee Bond from any Scheduled Bank or Co-operative or Gramin Bank as specified by Engineer-in-charge for 11% of value of installment of mobilisation advance for which advance is released. The 1st installment should not exceed Rs. 500.00 Cr. for the work for which the estimated cost is less than Rs. 500.00 Cr. or more. The number of installments shall be decided</p>

		<p>by AAI depending on progress of work and availability of funds.</p> <p>d. The second and subsequent installments shall be released to the Engineer-in-charge only after the contractor has submitted a proper satisfactory utilisation of the mobilisation advance to the satisfaction of the Engineer-in-charge. The provisions of Clause 10B(II) shall be applicable only when so provided in Schedule 'F'. The contractor shall submit a Bank Guarantee in parts for release of mobilisation advance and validity of BG shall be for a stipulated period of 3 months beyond stipulated date of completion.</p>
	Interest on Mobilisation advance	<p>3. The mobilisation advance bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance.</p> <p>a. However, in rare cases, wherein progress of work is delayed beyond stipulated period of completion due to reasons beyond control of contractor, deferment in recovery of mobilisation advance with accumulated interest thereon may be considered by AAI. In such case of deferment, recovery shall be at a rate of interest i.e. 15% per annum with recovery of outstanding mobilization amount @ 50% of gross value of running account bill(s), subject to Engineer-In-Charge certifying that deferment towards recovery of outstanding advance is proposed in the overall interest of the project and is necessitated to improve the progress of work..</p>
	Recovery of Mobilisation advance	<p>4. Recovery of such advanced of sums against above and the interest thereon shall be made by deduction from (the contractor's bill) the on-account payments in suitable percentage in relation to the stipulated period of completion as detailed below :</p> <p>a. 25% of the amount advanced plus interest upto 1/4th of the stipulated period of the completion.</p> <p>b. 60% of the amount advanced plus interest upto 1/2 of the stipulated period of the completion.</p> <p>c. 100% of the amount advanced plus interest upto 3/4th of the stipulated period of the completion or 80% of the progress of work whichever is earlier.</p> <p>d. Wherein progress of work is delayed beyond stipulated period of completion due to reasons beyond control, deferment in recovery of mobilisation advance with accumulated interest thereon may be considered at an enhanced rate of interest i.e. 15% per annum with recovery of outstanding mobilization advance @50% of gross value of running account bill.</p> <p>e. If the requisite amount as recoverable above is not available in on-account payments mentioned above, the agency shall deposit the same within 7 days of its due otherwise all Bank Guarantees submitted by the agency towards mobilization advance shall be encashed by the Engineer-in-charge.</p>

CLAUSE 10 C

	Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)	<p>If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rates in GST applicable on such materials being considered under this clause) beyond the prices / wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended under the provisions of the Clause 5 of the Contract without any action under Clause 2, then the amount of the contract shall accordingly be varied.</p> <p>If after submission of the tender, the price of any material incorporated in the works (excluding the material covered under clause 10CA and not being a material supplied from the Engineer-in-charge's stores in accordance with clause 10 thereof) and / or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (not due to any changes in GST /Custom duty). Authority shall in respect of materials incorporated in the works (excluding the material covered under clause 10CA and not being materials supplied from the Engineer-in-charge's stores in accordance with Clause 10 hereof) and/ or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/ or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/ or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.</p> <p>Engineer-in-charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/ or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p> <p>For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase / decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order.</p> <p>The cost of work for which escalation applicable (w) is same as cost of work done as worked out as indicated in Clause 10CC minus the amount of full assessed value of secured advances.</p>
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CLAUSE 10 CA

	Payment due to variation in prices of materials after	<p>If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rates in GST applicable on such materials being considered under this clause) beyond the prices / wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended under the provisions of the Clause 5 of the Contract without any action under Clause 2, then the amount of the contract shall accordingly be varied and provided further that any</p>
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	<p>receipt of tender</p>	<p>including the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2.</p> <p>However for work done/ during the justified period extended above, it will be limited to indices prevailing at the time of completion of work and stipulated indices of completion considering the effect of extra work (Extra work shall be calculated on pro-rata basis only as cost of extra work X stipulated index / index of completion).</p> <p>The increase/ decrease in prices of cement, steel reinforcement bars, structural steel, Bitumen and POL shall be determined by Price indices issued by the Director General, CPWD. For other items as indicated in Schedule 'F', this shall be determined by the All India Price Index of Materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, structural steel and POL shall be as issued under authority of Director General, CPWD applicable for Delhi including Noida, Gurgaon, Faridabad, Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer and as indicated in Schedule 'F'. If the index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.</p> <p>The amount of the contract shall accordingly be varied for all such materials worked out as per the formula given below for individual material:</p> <p>Adjustment for contract of individual material.</p> $V = P \times Q \times \frac{CI - C_0}{C_0}$ <p>where,</p> <p>V = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>P = Base price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer, CPWD and as indicated in Schedule 'F'.</p> <p>For Preliminary and original works</p> <p>Q = Quantity of material brought at site for bonafide use in the works since commencement of work excluding any such quantity consumed in the deviated quantity beyond deviation limit and extra/substituted item, paid/to be paid on the basis of market rates under clause 12.2</p> <p>For maintenance works</p> <p>Q = Quantity of material brought at site for bonafide use in the works since commencement of work including any such quantity consumed in the deviated quantity beyond deviation limit paid at agreement rates and extra/substituted item being scheduled items, but excluding nonscheduled items. For extra/substituted item paid/to be paid at market rates under clause 12.2</p> <p>CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in schedule 'F'. For other items, if any</p>
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		<p>provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding base price of respective material indicated in Schedule 'F'.</p> <p>CI = Price index for cement, steel reinforcement, structural steel and POL as issued under the authority of DG, PWDA, for the period under consideration. For other items, if a price is provided in Schedule 'F' All India Wholesale Price Index for the material for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.</p>
		<p>Note:</p> <p>i. In respect of justified period ended under the provisions of Clause 5 of the contract without any extension of time under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time) shall be calculated on a pro-rata basis only as cost of extra work X stipulated period / tendered cost, shall be considered.</p> <p>Provided always that the provisions of the preceding Clause 10 C shall not be applicable in respect of items specified in this Clause.</p> <p>ii. If during progress of work or at the time of completion of work, it is noticed that the material brought at site is in excess of requirement, then amount of escalation shall be paid on such excess quantity of material shall be recovered on the basis of cost indices as applied at time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.</p> <p>iii. Cement and when used in this clause includes cement component used in RMC supplied from outside approved RMC plants, if any.</p> <p>iv. The cost of ready mix concrete shall be kept in a register and the cost of concrete for the same shall be calculated accordingly.</p> <p>v. If built-up steel is brought at site from workshop, then the variation shall be paid on the basis of cost of structural steel up-to the period when the built-up item/material is brought at site.</p>

Note: “If Actual purchase price of material is less than base price P and $CI \geq CIo$ then, this clause shall not be applicable”.

<p>Payment due to Increase/ Decrease in Prices / Wages (excluding material covered under clause 10CA) after Receipt of Tender for works.</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with clause 10 (hereinafter referred to as "clause 10") and/or wages of labour required for execution of work increase during the stipulated period, the tenderer shall be compensated for such increase as per provisions contained in Schedule 'F' attached to the contract. The amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract. If the contract is extended beyond the stipulated period extended under the provisions of clause 5 of the contract, no action shall be taken under clause 2.</p> <p>No such compensation shall be payable for a work if the time from the date of completion is equal to or less than the time specified in Schedule 'F'. Such compensation for escalation in the prices of materials and wages of labour when due, shall be worked out based on the following provisions:</p> <ol style="list-style-type: none"> The base date for working out such escalation shall be the earliest stipulated date of the receipt of tenders including extension, if any. The cost of work on which escalation is payable shall be reckoned as below: <ol style="list-style-type: none"> Gross value of work done up to the last quarter (A) Gross value of work done up to the last quarter (B) Gross value of work done since previous quarter (A-B) (C) Full assessed value of work done advance (excluding material covered under clause 10CA) free till the last quarter (D) Full assessed value of work done advance (excluding material covered under clause 10CA) free till this quarter (E) Full assessed value of work done advance (excluding material covered under clause 10CA) free till this quarter (F) In this quarter (D-E) (G) Advance payment made during this quarter (H) Advance payment recovered during this quarter (I) Advance payment for which escalation is payable in this quarter (J-H) (K) Extra items/materials paid as per clause 12 based (L) (M) Then, $M = (C + F + I - J)$ $N = 0.85 M$ Less cost of materials supplied by the department as per clause 10 and recovered during this quarter (N) (O) Less cost of services rendered at fixed charges as per Clause 34 and recovered during this quarter (P) <p>Cost of work for which escalation is applicable $W = N - (O + P)$</p>
	<ol style="list-style-type: none"> Compensation for materials, (except Bitumen, cement, reinforcement bars, structural steel etc.) and labour, P.O.L., shall be determined for every work and incorporated in the contract attached to the tender papers included in Schedule F. The Engineer-in-charge in working out such percentage shall be binding on all contracts. The compensation for escalation for other materials (except Bitumen, cement,

		<p>reinforcement bars, structural steel or others material covered under clause 10CA) and P.O.L. shall be worked as per the formula given below: a. Adjustment for civil component (except Bitumen, reinforcement bars, structural steel and others material covered under clause 10CA) /electrical component of construction.</p>
	Materials	<p>m. Formula for adjustment in material cost</p> $V_m = \frac{W}{100} \times \frac{X_m}{Ml_0} \times \frac{Ml - Ml_0}{Ml_0}$ <p>V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W = Cost of work done, worked out as indicated in sub para (ii) of Clause 10 CC</p> <p>X_m = Component of 'materials' (except Bitumen, reinforcement bars, POL and other materials covered under clause 10CA) expressed as percent of the total value of work.</p> <p>Ml = All India wholesale price index for civil component/ electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items valid for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce and applying weightage to the Individual Commodities/ Group Items (in respect to the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be stipulated on a prorated basis only as cost of extra work x stipulated period) shall be considered.)</p> <p>Ml_0 = All India wholesale price index for civil component/ electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items valid on the last stipulated date of receipt of tenders including extensions, if any, as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and applying weightage to Individual Commodities/ Group Items.</p> <p>* Note: relevant cost shall be applicable</p>
	POL	<p>n. Formula for adjustment in P.O.L. cost</p> $V_F = W \times \frac{Z}{100} \times \frac{Fl - Fl_0}{Fl_0}$ <p>V_F = Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount to be paid or recovered.</p> <p>W = Cost of work done, worked out as indicated in sub para (ii) of Clause 10 CC</p> <p>Z = Component of Fuel, Oil and Lubricant expressed as a percentage of the total value of work</p> <p>Fl = All India wholesale price index for Fuel, Oil and Lubricant for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce (in respect to the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2, the index prevailing at the time of updated stipulated date of completion prevailing index of the period under consideration, which shall be considered)</p> <p>Fl_0 = All India wholesale price index for Fuel, Oil and Lubricant valid on the last stipulated date of receipt of tenders including extensions, if any.</p>

		<p>v. The following principles shall be followed while working on the indices mentioned in above para</p> <p>a. The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the three calendar months of the said quarter. The bills of material and bills as finally entered in the measurement books shall be the basis of bill finally by the contractor to the department in case of authorized measurement book shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the tender was accepted) and thereafter at three months intervals. At the time of completion of the work, the last payment shall be made if it become less than 3 months depending on the actual date.</p> <p>b. The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months preceding the quarter. If the period up to date of completion after the quarter is less than three months, the MI and FI shall be the average of the indices for the months falling within that period.</p>
	Labour	<p>vi Formula for adjustment in labour cost</p> <p>The compensation for escalation on labour shall be worked out as per the formula given below:</p> $V_1 = W \times Y \times \frac{L_1 - L_0}{100}$ <p>V_1 = Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered</p> <p>W = Value of work done as indicated in sub para (ii) above</p> <p>Y = Component of labour expressed as a percentage of the total value of the work</p> <p>L_1 = Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the quarter under consideration (in respect to the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of completion of the work)</p> <p>L_0 = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension if any.</p>

		<p>vii. The following principles will be followed while working out the compensation as per sub para (vi) above:</p> <ol style="list-style-type: none"> The minimum wage of an unskilled male mazdoor me para (vi) above shall be the higher of the wage notified by the Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of work. The escalation for labour also shall be paid at the same intervals when escalation due to increase in cost of materials and wages is paid under this clause. If such revision of minimum wages take place during any such quarterly intervals, the escalation on wages shall be payable at revised rates only for work done in subsequent quarters. Irrespective of variations in minimum wages in any country of labour, for the purpose of this clause, the variation of wages of an unskilled male mazdoor alone shall form the basis for determining the escalation compensation payable on the labour component. <p>viii. In the event the price of material or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of material or wages of labour shall be deductible from the cost of work under this clause and in this regard the formula herein before stated under this Clause 10C shall <i>mutatis mutandis</i> apply, provided that:</p> <ol style="list-style-type: none"> No such adjustment shall be made in the price of materials and/or wages of labour for contracts where the completion of the work is equal to or less than the time as specified. The Engineer-in-charge shall be entitled to lay down the procedure by which the provision of this sub clause shall be implemented from time to time and the decision of the Engineer-in-charge in this behalf shall be final and binding on the contractor. <p>ix. Provided always that:</p> <ol style="list-style-type: none"> Where provisions of clause 10C are applicable, provisions of clause 10C will be applicable and provisions of clause 10CA will be applicable. Where provisions of clause 10C are not applicable, provisions of clause 10A and 10B will become applicable. <p>Note: Updated period of completion (period of completion plus extra time for extra work) compensation under clause 10C, 10CA and 10CC, the extra time taken into account for calculating the extra time under clause 10C shall not be considered while calculating the updated period of completion for this purpose in clause 10C. clause 10CA, clause 10B and clause 10D.</p> <p>The date of preparation of bill shall be as finally entered in the measurement book by the Engineer-in-charge or the date of submission of bill by the contractor to the Department. This shall be guiding factor to decide the bill relevant to that period in case of computerized billing.</p>
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CLAUSE 10 D

	Dismantled Material AAI Property	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as property of AAI and such materials shall be disposed off to the best advantage of Authority according to the instructions in writing issued by the Engineer-in-charge.
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CLAUSE 11

	Work to be Executed in Accordance With specifications, Drawings, Orders etc.	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect to the work signed by the Engineer in charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule F or in any Bureau of Indian Standard or any other published standard or code or Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy suitability and safety of all the works and methods of construction.
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CLAUSE 12

	Deviations / variations extent and pricing	The engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineering- charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
12.1		The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value being ordered, be extended, if requested by the contractor, as follows: i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the engineer-in-charge.
12.2	Deviation, Extra Items and Pricing	In the case of extra item(s) (items that are completely new, and in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-charge shall within Six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

	Deviation, substituted items pricing	<p>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.</p> <p>(i) 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).</p> <p>(ii) 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).</p>
	Deviation, Deviated Quantities, Pricing	<p>In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit 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.</p>
12.3		<p>The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p>
12.4		<p>The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge, which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Executive Director Engineering may authorise consideration of such claims on merits.</p>
12.5		<p>For the purpose of operation of Schedule F, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:</p> <ol style="list-style-type: none"> For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower. For abutments, piers and well staining: All works up to 1.2 m above the bed level. For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures: All works up to 1.2 m above the ground level.

		iv. For roads, apron, runway & taxi track all items of excavation, filling GSBC and including treatment of sub-base. v. For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the ground level. vi. For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
12.6		Any operation incidental to or necessarily has to be in contemplation of tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

	Foreclosure of contract due to Abandonment or Reduction in Scope of Work	<p>If at any time after acceptance of the tender or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;</p> <p>i. Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.</p> <p>ii. AAI shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however AAI shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by AAI, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.</p> <p>iii. If any materials supplied by AAI are rendered surplus, the same except normal wastage shall be returned by the contractor to AAI at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to AAI stores, if so required by AAI, shall be paid.</p>
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		<p>iv. Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.</p> <p>v. Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.</p> <p>The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the AAI as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the AAI from the contractor under the terms of the contract.</p> <p>In the event of action being taken under clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid upto the extended date the completion or stipulated date of completion if no extension has been granted plus 180 days beyond that. Wherever, such a fresh Performance Guarantee is furnished by the contractor, the Engineer in Charge may return the previous Performance Guarantee.</p>
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CLAUSE 14

	Carrying out part Work at risk & cost of contractor	<p>a. If contractor:</p> <ol style="list-style-type: none"> At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. <p>b. The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to AAI, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:</p> <ol style="list-style-type: none"> Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
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		<p>c. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and executed at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by AAI because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>d. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>e. Any excess expenditure incurred or to be incurred by AAI in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by AAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to AAI in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>f. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract/ provisions of law.</p> <p>In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
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CLAUSE 15

	Suspension of Work	<p>i. The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:</p> <ol style="list-style-type: none"> on account of any default on the part of the contractor or; for proper execution of the works or part thereof for reasons other than the default of the contractor; or for safety of the works or part thereof. <p>The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p>
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		<p>ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above (but not attributed to contractor):</p> <p>a. the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;</p> <p>b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.</p> <p>c. If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reasons (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.</p>
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CLAUSE 15 A

	<p>Compensation in case of delay due to late supply of stipulated material by AAI.</p>	<p>The contractor shall not be entitled to claim any compensation from AAI for the losses suffered by him on account of delay by AAI in the supply of materials in Schedule 'B' where such delay is caused by the default in procuring or procuring to supply of wagons, force majeure or any reason beyond the control of AAI.</p> <p>This clause 15 A will not be applicable for works where no material is stipulated for issue by AAI.</p>
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CLAUSE 16

	Action in case Work not done as per Specifications	<p>All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorize subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the AAI or any organization engaged by the Department of Quality Assurance and of the Chief technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p> <p>If it shall appear to the Engineer-in -charge or his authorized subordinates in charge of the work or to the Executive Director-In-charge of quality assurance or his subordinate officers or the officers of the organization engaged by the AAI for quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs.10 lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non completion of the work in time) for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may considered reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.</p>
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CLAUSE 17

	Contractor Liable for Damages, defects during maintenance period	<p>If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the</p>
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		<p>Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.</p> <p>In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>
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CLAUSE 18

	Contractor to Supply Tools & Plants etc.	<p>The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores) machinery, tools & plants as specified in Schedule F. in addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.</p>
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CLAUSE 18 A

	Recovery of Compensation paid to Workmen	<p>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</p>
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		contest any claim made against it under subsection(1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.
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CLAUSE 18 B

	Ensuring Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the AAI Contractor's Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the AAI under sub section (2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.
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CLAUSE 19

	Labour laws to be complied by the Contractor	The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.
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CLAUSE 19 A

		No labour below the age of fourteen years shall be employed on the work.
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CLAUSE 19 B

	Payment of wages	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,
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		<p>including any labour engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.</p> <p>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 unauthorisedly 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)</p> <p>iv. The following deductions shall be permissible to be made by the Engineer-in-Charge.</p> <p>a. The Engineer-in-charge concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of the Regulations.</p> <p>b. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.</p> <p>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.</p> <p>v. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made thereunder from time to time.</p> <p>vi. The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub contractors.</p> <p>vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</p> <p>viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p>
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		ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.
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CLAUSE 19 C

		In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.
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CLAUSE 19 D

		<p>The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:</p> <ol style="list-style-type: none"> the number of labourers employed by him on the work, their working hours, the wages paid to him, 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 the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them Failing which the contractor shall be liable to pay to AAI, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and shall be binding on the contractor.
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CLAUSE 19 E

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

		<p>Leave and pay during leave shall be regulated as follows:</p> <ol style="list-style-type: none"> Leave: <ol style="list-style-type: none"> 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. In the case of miscarriage - upto 3 weeks from the date of miscarriage. Pay: <ol style="list-style-type: none"> 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. In the case of miscarriage – leave pay at the rate of average daily earning
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		<p>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.</p> <p>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.</p> <p>4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix – III and IV, and the same shall be kept at the place of work.</p>
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CLAUSE 19 G

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

		<p>The contractor (s) shall at his / their own cost provided his / their labour with a sufficient number of huts (hereinafter referred to as the camp) on the following specifications on a suitable plot of land to be approved the Engineer-in-Charge.</p> <p>i. Facility to be provided</p> <p>a. The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sqm (30 sqft) for each member of the worker's family staying with the labourer.</p> <p>b. The contractor shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.</p>
		<p>c. The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.</p> <p>d. The contractor(s) shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.</p> <p>ii. Specifications</p> <p>a. All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge in case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with the thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water – tight.</p> <p>b. The contractor (s) shall provide each hut with proper ventilation.</p> <p>c. All doors, windows and ventilators shall be provided with suitable leaves for security purposes.</p> <p>d. There shall be kept an open space of at least 7.2 m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.</p> <p>iii. Water Supply</p> <p>The contractor (s) shall provided adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provide. The contractor (s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available and shall pay all fees and charges therefor.</p> <p>iv. The site selected for the camp shall be high ground, removed from jungle.</p> <p>v. Disposal of Excreta:</p> <p>The contractor (s) shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor (s) shall make arrangements for the removal of the excreta through the Municipal Committee / authority and inform it about the number of labourers employed so that arrangements may be made by such Committee / authority for the removal of excreta. All charges on this account shall be borne by the contractor and paid direct by him to the</p>

		<p>Municipality / authority. The contractor shall provide one sweeper for every eight seats in case of dry system.</p> <p>vi. Drainage The contractor (s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.</p> <p>vii. The contractor (s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.</p> <p>viii. Sanitation The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.</p>
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CLAUSE 19 I

		<p>The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual work premises, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Assistant Manager/Junior Executive will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.</p>
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CLAUSE 19 J

		<p>It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorized during construction and is handed over to the Engineer-in-Charge with vacant possession complete building. If such building though completed is occupied by any person, the Engineer-in-Charge shall have the option to refuse to accept said building/buildings in that position. Any person occupying such building will be treated as a trespasser and for such delay, a levy upto 5% of tender price may be imposed on the contractor. The General Manager Engg. Whose decision shall be final both in regard to the justification and quantum and be binding on the contractor. However, the Executive Director Engg., through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.</p>
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CLAUSE 19 K

	Employment of skilled / semi-skilled workers	<p>The contractor shall at all stages of work deploy skilled / semi skilled tradesmen who are qualified and possess certificate in particular trade from Central Training Institute / Industrial Training Institute/National Institute of Construction Management and research (NICMAR) or any similar reputed and recognized Institute / Central Government or any similar reputed and recognized Institute / Central Government. The number of skilled / semi skilled workers shall not be less than 20% of the total number of man days required in respect of each trade as specified in the bill of materials. The contractor shall submit a list of tradesmen alongwith requisite certificate from recognized Institute / Central Government to the Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of</p>
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		<p>respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer –in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to replace the substituted tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and aptitude for the work shall be final. Provided always that the provision of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs.5 crores.</p>
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CLAUSE 19 L

	Registration with EPFO and ESIC	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.
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CLAUSE 19 M

	Compliance of NGT guidelines	The contractor is required to follow latest NGT guidelines at the construction site and any violation of such guidelines will be in his account.
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CLAUSE 20

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

	Employees Provident Fund & Miscellaneous Provision Act 1952/Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and State Insurance (ESI) Act, 1948.	<p>The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952/ Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and ESI Act, 1948, amended from time to time and rules framed thereunder. Some of the provisions are given below:</p> <ol style="list-style-type: none"> The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation after award of work and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No. The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work. 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. <p>AAI reserves the right to withhold minimum amount as detailed under, from the</p>
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		running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates. To withhold 3% for building work & 1.5% for road/pavement work of the total amount of work done during the period considered.
		ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

CLUASE 21

	Work not to be sublet. Action in case of insolvency	The contract shall not be assigned or sublet without the written approval of Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineers in Charge on behalf of the AAI shall have power to adopt the course specified in Clause 3 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
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CLUASE 22

		All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AAI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
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CLAUSE 23

	Changes in firm's Constitution to be intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.
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CLAUSE 24

		All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
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CLAUSE 25

	Dispute Resolution Mechanism and Arbitration	<p>Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p> <p>i. If the contractor considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Executive Director (Engg.)/Regional Executive Director/Member (Plg) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Executive Director (Engg.)/Regional Executive Director/Member (Plg) /Chairman, AAI. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate / legal counsel etc.</p> <p>If the Dispute Redressal Committee (DRC) fails to give its decision within aforesaid period or any party is dis-satisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director (Engg.)/Regional Executive Director/Member (Plg) /Chairman, AAI as the case may be for appointment of Arbitrator on prescribed proforma as per Appendix-XVII under intimation to the other party.</p> <p>It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration.</p> <p>The Executive Director (Engg.)/Regional Executive Director/Member (Plg) /Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer in Charge to Executive Director (Engg.)/Regional Executive Director/Member (Plg) /Chairman, AAI for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of :</p> <ol style="list-style-type: none"> A party fails to appoint the second arbitrator, or The two appointed arbitrators fail to appoint the Presiding Arbitrator, then Member (Plg)/Chairman, AAI shall appoint the second or Presiding Arbitrator as the case may be.
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	<p>ii Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 300.00 Cr or less. Where tendered value is more than Rs. 300.00 Cr., Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and any further modified act in 2015 and any further statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable.</p> <p>It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such disputes along with the notice for appointment of Arbitrator and giving reference to the decision of the DRC.</p> <p>It is also term of this contract that any member of Arbitration Tribunal shall be a graduate engineer with experience in handling public works, engineering contracts at a level not lower than Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator.</p> <p>Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.</p> <p>Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of re-reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.</p> <p>It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. 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.</p> <p>The place of the arbitration shall be mentioned in schedule 'F'. In case there is no mention of place of arbitration, the Arbitral Tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.</p>
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CLAUSE 26

Contractor to indemnify AAI against Patent Rights	<p>The contractor shall fully indemnify and keep indemnified the Chairman 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 Engineer-in-Charge in this behalf.</p>
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CLAUSE 27

	Lump sum Provisions in Tender	When the estimate on which a tender is made, includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump- sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of the clause.
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CLAUSE 28

	Action where no specifications are specified	In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
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CLAUSE 29

	With-holding and lien in respect of sums due from contractor	<p>i. Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in Charge of the AAI or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or AAI will be kept withheld or retained as such by the Engineer-in-Charge or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual</p>
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		<p>capacity or otherwise.</p> <p>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.</p> <p>Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Director Engineering / General Manager Engineering on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Director Engineering / General Manager Engineering.</p>
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CLAUSE 29 A

	Lien in respect of claims in other Contracts	<p>i. Any sum of money due and payable to the contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the AAI or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the AAI or with such other person or persons.</p> <p>ii. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the AAI will be kept withheld or retained as such by the Engineer-in-Charge or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
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CLAUSE 30

	Employment of coal mining or controlled area labour not permissible	<p>i. The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.</p> <p>ii. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.</p> <p>iii. The contractor shall immediately remove any labourer who may be pointed</p>
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	<p>out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to AAI a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in –Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.</p> <p>iv. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.</p> <p>Explanation :-</p> <p>Controlled area mean the following areas: Districts of Dhanbad, Hazaribagh, Jamtara- Sub-Division under Santhal Pargana Commissionery, District of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.</p>
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CLAUSE 31

<p>Unfiltered water supply</p>	<p>The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.</p> <ol style="list-style-type: none"> i. That the water used by the contractor (s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge. ii. The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
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CLAUSE 31A

<p>Departmental water supply, if available</p>	<p>Water if available may be supplied to the contractor by the department subject to the following conditions:-</p> <ol style="list-style-type: none"> i. The water charges @1% shall be recovered on gross amount of the work done. ii. The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply. iii. The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor (s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the AAI's water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
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CLAUSE 32

<p>Alternate water arrangements</p>	<p>i. Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump or from any other source, the cost of water charge shall be recovered from the contractor. The contractor shall, however, draw water in such a way that it does not interfere with the use of the wells or hand pumps and well are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the</p>
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		<p>contractor on this account and his decision shall be binding on the contractor.</p> <p>ii. The contractor shall be allowed to construct temporary wells in AAI land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.</p>
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CLAUSE 33

	Return of Surplus materials	<p>Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of AAI either by issue from AAI stocks or purchase made under orders or permits or licenses issued by AAI, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the AAI and return, if required by the engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such prices as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to AAI for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.</p>
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CLAUSE 34

	Hire of plant & Machinery	<p>i. The Contractor shall arrange at his own expense all tools, plant, machinery and Equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the AAI over and above the T&P stipulated for issue, the AAI will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer in charge. In such a case, all the conditions hereunder for issue of T & P shall also be applicable to such T&P as is agreed to be issued.</p> <p>ii. Plant & Machinery when supplied on hire charges in Schedule 'C' shall be made over and taken back at the departmental depot / yard / shed shown in Schedule 'C' and the contractor shall be responsible for the charge from the place of issue to the site of work and for the return of the plant and machinery to the place of issue. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or wherever in operation and otherwise during transit including loss of or damage to the plant and for all losses due to his failure to return the plant and machinery after completion of the work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.</p>
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		<p>iii. The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay caused by the department.</p> <p>iv. The hire charges shall be recovered at the prescribed rates from and in the month of the date the plant and machinery made over upto a period of one month of the return in good order even though the same may not be used for any cause except major breakdown due to no fault of the contractor. For use requiring more than three working days continuously (including intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery gets out of order for repairs as aforesaid. The Engineer-in-charge shall receive the receipt of receipt of such intimation in the log sheet of the plant and machinery on this if the breakdown before lunch period or minor break down will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Executive Director (Civil) or the Engineer-in-charge (Engg) shall be final and binding on the contractor.</p> <p>v. The hire charges shown above are for each day of work (inclusive of the one hour lunch break) or part thereof.</p> <p>vi. Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil for running the plant and machinery and also the full time chowkidar for looking after the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of the plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.</p> <p>vii. Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-charge may in his discretion, allow the plant and machinery to be worked for more than 8 hours a day. In that case, the hourly hire charges for the extra hours shall be borne by the contractor shall be 50% more than the normal proper rate hourly charges (1/8th of the daily charges) shall be at a minimum of half day's normal charges on any particular day. For working over time, a period of half an hour or above shall be reckoned as one hour and a period of less than half an hour shall be reckoned as one hour.</p> <p>viii. The contractor shall service the plant and machinery every seventh day for periodical servicing and wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor on the day of servicing / wash out irrespective of the period of working.</p> <p>ix. The plant and machinery once issued to the contractor shall not be returned to him on account of lack of arrangements of labour and materials, etc. on the same day. It will be returned only when they are required for major work in the opinion of the Engineer-in-charge, the work or a portion of which the same was issued is completed.</p> <p>x. Log Book recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised agent daily. In</p>
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		<p>case the contractor contests the correctness of the entries and / or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery of amount of hire charges for road rollers shall be made for the number of days worked out on the assumption that a roller can complete one day and maximum quantity of materials or area spreading as noted as such in the annexed statement (see attached annexure).</p> <p>xi. In the case of concrete mixers, the contractor shall arrange to get the hopper cleaned and the drum washed at the close of each working day or each occasion. (a) In case rollers for compaction are supplied by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers. (b) Maximum quantity of any items to be consolidated for each roller-day shall also be as in Annexure to Clause 34(x). For less use of roller recovery for the roller days shall be made at the stipulated issue rate.</p> <p>xii. The contractor shall be responsible to return the plant and machinery in the condition in which it was issued to him and he shall be responsible for all damage caused to the plant and machinery at the site of work or elsewhere in operation or otherwise during transit including damage to or loss of parts, and for all losses due to failure to return the same soon after the completion of work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in regard to the same. His decision shall be final and binding on the contractor.</p> <p>xiii. The contractor shall be exempted from levy of any hire charges for the number of days as called upon in writing by the Engineer-in-charge to suspend execution of the work, provided AAI's plant and machinery in question have remained idle with the contractor because of the reasons stated in writing.</p> <p>xiv. In the event the contractor not requiring any item of plant and machinery issued by AAI, he shall not stipulated for issue in Schedule 'C' any time after taking delivery of the same. If he does not require it, he may return it after two days written notice or he may retain it without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.</p>
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CLAUSE 35

	<p>Condition relating to use of asphaltic materials</p>	<p>i. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.</p> <p>ii. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of spreading is started and shall hypothecate it to the Engineer-in-charge. If the bitumen or tar remains unused on completion of the work or account of lesser use of materials in actual execution of the work or account of lesser use of specifications and random use of portion of work, a corresponding deduction equivalent to the unused materials as determined by the Engineer-in-charge shall be made and the material return to the contractors. All the materials hypothecated to AAI, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.</p>
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		iii. The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to this shall be refunded after the expiry of this period.
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CLAUSE 36

	Employment of Technical Staff and employees	<p>Contractors Superintendence, Supervision, Technical staff & Employees</p> <p>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.</p> <p>The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal technical representative to be charge of the work and other technical representative (s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower than specified in schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative (s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required to the Engineer-in-Charge and / or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Technical Representative and other technical representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative (s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative (s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as</p>
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		<p>specified in Schedule 'F' and the decision of the Engineer-in- Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and / or other technical representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative (s) (in the form of copy of Form- 16 or CPF deduction issued to the Engineer employed by him) alongwith every running account bill / final bill and shall produce evidence if at any times so required by the Engineer- in-Charge.</p> <p>ii. The contractor shall provide and employ on the site only such technical assistants as are skilled, and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.</p> <p>iii. The contractor shall not change his engineer/supervisory staff after approval of the Engineer-In-Charge. If Contractor wants to replace any of his staff due to unavoidable circumstances, he will seek permission of Engineer-In-Charge indicating reasons for such change, qualification and experience of the alternative employee suggested by him. The qualification and experience of the alternative staff shall not be inferior to the person employed earlier.</p>
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CLAUSE 37

	<p>Levy/Taxes/ Royalty/ Land License fee payable by Contractor</p>	<p>1. Taxes:</p> <p>Rates to be quoted by the parties should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items.</p> <p>However, GST, as applicable, shall be paid to the contractor, for any taxable supply / services / construction rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.</p> <p>In case supplies / services / works involve imports; the same should be identified separately. Basic custom Duty & IGST will be paid directly by AAI by utilizing EPCG license/Duty Credit Scrip under Service Export from India Scheme (SEIS) of Govt. of India.</p>
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		<p>2. Royalty:</p> <ol style="list-style-type: none"> The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor shall deposit royalty and obtain necessary permit for collection of stone, sand, red bajri, kankar etc. from the local authority in the matter and will abide by the notification issued by Central Govt. / State Government / Local State Authorities as applicable from time to time in this regard. The contractor is also bound to allow deduction from his bills any difference in statutory taxes/royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement of all demands in this regard by Central / State Govt. This will also be applicable to forest produce. 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. <p>3. License fee for land</p> <ol style="list-style-type: none"> The contractor shall be liable to pay license fee for the land allotted by AAI for installation of plants, labour camp, cement godown and site office at AAI prevailing rates of license fee for unpaved land at the time of call of tender. In addition a security deposit at the rate of Rs 500/- per sqm in the form of DD/BG shall also be deposited by the contractor. In case contractor do not deposit security deposit same shall be deducted from Ist Running Account Bill. Such security deposit shall be released only after allotted land has been fully vacated by the contractor to entire satisfaction of Engineer-in-Charge.
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CLAUSE 38

	<p>Conditions for reimbursement of levy/taxes if levied after receipt of tenders</p>	<p>1. Rates to be quoted by the parties, should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute applicable on last stipulated date of receipt of tender including extension if any but exclusive of GST. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GSI Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.</p> <p>However, effect of variation, as per Govt. order after the last date of receipt of tender including extension if any, in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.</p> <p>Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased</p>
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		<p>amount of taxes/levies/cess. Provided further that such increase in tax /levy/cess including GST shall not be reimbursed if made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.</p> <p>2. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of AAI or the Engineer-in-Charge and further shall furnish such other information /document as the Engineer-in-Charge may require from time to time.</p> <p>3. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to the condition, together with all necessary information/ documents relating thereto.</p>
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CLAUSE 39

	Termination of contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.
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CLAUSE 40

	If relative working in AAI then the contractor not allowed to tender.	<p>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.</p> <p>NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
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CLAUSE 41

	No any officer in Department of Engineering to work as contractor within one year of retirement	<p>Engineer or any officer employed in engineering or administrative duties in an engineering department of AAI shall not work as a contractor or employee of contractor for a period of one year after his retirement from AAI service without the prior 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.</p>
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CLAUSE 41(a)

	Integrity Pact and Independent External Monitor.	<p>Signing of Integrity Pact (As per Appendix XVIII) is mandatory for every bidder/contractor if provided so in Schedule F.</p> <p>All tenderers shall have to submit an undertaking as per Appendix XVIII A with tender documents. AAI shall appoint Independent External Monitor to oversee effective implementation of Integrity Pact for the purpose, a panel of Independent External Monitors shall be constituted by the Authority in concurrence with Central Vigilance Commission (CVC).</p> <ol style="list-style-type: none"> i. The Contractor/Supplier shall have to act in accordance with the commitments laid down in the integrity pact. <ol style="list-style-type: none"> a. Signing of Integrity Pact is mandatory for every Bidder/contractor in this procurement/bid process the signed Integrity Pact shall be sent to the office of Bid Manager and should be submitted before the due date mentioned in NIT. b. The Bidder/contractor shall commit itself to ensure taking all measures necessary to prevent corrupt practices, unfair means and illegal activities during the bidding process and during any pre-contract or post-contract stage as specified in the Integrity Pact. c. Any breach of the aforesaid provisions by the Bidder or any one employed by 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 actions specified in clause 6 of the integrity pact. ii. In case any violation of the Integrity Pact is established, AAI reserves right to take following actions. <ol style="list-style-type: none"> a. If contractor commits a violation of its commitments and obligations under the Integrity Pact Program during bidding process, he shall be liable for disqualification from tender process and forfeiture of his Bid Security/ Bid Security. b. In case of violation of the Integrity Pact after award of the contract, the Authority is entitled to terminate the contract and shall be entitled to recover 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. The Authority may initiate appropriate proceedings against the contractor. The contractor will be liable to pay damages as determined by the Authority. c. A contractor against whom an action for violation of its commitments and obligations has been taken earlier, again commits a violation, the Authority is entitled to debar such contractor for future tender/contract processes for a period as deemed fit. d. A violation is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along-with Independent External Monitor's recommendations / suggestions that no reasonable doubt exist in the matter.
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CLAUSE 42

	Return of material and recovery for excess material issued.	<p>i. After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in stock (see Clause 10), Theoretical quantity of materials issued by the contractor in the work shall be calculated on the basis and method given in the Schedule of Rates (see Clause 10), Theoretical quantity of materials issued by the contractor in the work shall be calculated on the basis and method given in the Schedule of Rates mentioned in Schedule 'F' of the contract. The quantity of cement & bitumen shall be calculated on the basis of the quantity of cement & bitumen required for the item of work shown in the Schedule of Rates mentioned in Schedule 'F' of the contract. If the item is executed for which standard coefficient for the quantity of cement or bitumen are not available in the above mentioned schedule / statement or cannot be derived from the same, the calculation shall be on the basis of standard formula to be laid down by the Engineer-in-Charge.</p> <p>a. Quantity of cement & bitumen shall be calculated on the basis of the quantity of cement & bitumen required for the item of work shown in the Schedule of Rates mentioned in Schedule 'F' of the contract. If the item is executed for which standard coefficient for the quantity of cement or bitumen are not available in the above mentioned schedule / statement or cannot be derived from the same, the calculation shall be on the basis of standard formula to be laid down by the Engineer-in-Charge.</p> <p>b. Theoretical quantity of steel reinforcement shall be taken as the quantity required for the structural sections as per the design authorised by the Engineer-in-Charge, including wastage due to cutting into pieces, such as lap, etc. plus 3% determined and compared with the actual issues of reinforcement diameter-wise, section wise and category wise separately.</p> <p>c. Theoretical quantity of other pipes, conduits, wires and cables pig lead and M.S. shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheet it shall be 10%), such determination and comparison being made diameter-wise & category-wise.</p> <p>d. For any other materials as per actual requirements.</p> <p>ii. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in the Schedule of Rates. The difference in the net quantities of material actually issued by the contractor and the theoretical quantities including such authorised variations, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provisions of the contract regarding return of materials. The decision of Engineer-in-Charge in regard to the theoretical quantities of materials, which should have been actually used as per the Annexure to the standard schedule of rates and recovery at rates specified in Schedule 'F' shall be final and binding on the contractor. For scheduled items, the decision of the Engineer – in - charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.</p> <p>iii. No action under this clause is without prejudice to the right of the AAI to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications. For materials brought by the contractor for use in item of work at site, similar theoretical consumption shall be prepared and submitted to the Engineer-in-Charge for verification. If it is found that material consumed in the work is less than the theoretical consumption after taking into account permissible minus variation, the recovery for corresponding material shall be effected as per rates specified in schedule 'F' under Clause 42.</p>
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CLAUSE 43

	Compensation during warlike situations / act of terrorism	<p>The work (whether fully constructed or not) and all materials, machines, tools and plants scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation or act of terrorism, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work original executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in charge upto Rs.5,000/- and by the Executive Director Engg. concerned for a higher amount. The contractor shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in- Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in- Charge (b) for any material etc. not on the site of the work or for any tools plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer – in - charge.</p>
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CLAUSE 44

	Apprentices Act provisions to be complied with	<p>The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Director Engg. / General Manager (Engg.) may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.</p>
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CLAUSE 45

	Release of security deposit after labour clearance	<p>Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.</p>
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CLAUSE 46

	Contractor's Liability and Insurance of Works	<p>i. From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AA I's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.</p> <p>ii. In the event of any loss or damage to the Works or any Part thereof or to any T & P, to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:</p> <p>a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to AAI's store such AAI's T & P, articles and/or materials as may be directed;</p> <p>b. The contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and</p> <p>iii. Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.</p> <p>iv. Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts ,the contractor at his own cost shall insure ,in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks)for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause hereof;</p> <p>a. All works including temporary works to their full value executed from time to time.</p> <p>b. The construction materials and equipments to their full value brought on to the site by the contractor.</p> <p>v. The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto.</p> <p>vi. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property,or to any person for at least the minimum amount of Rs. 1.00 lakh with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.</p> <p>vii. The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936,</p>
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		<p>Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.</p> <p>viii. All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.</p> <p>ix. The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation in writing.</p> <p>x. The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies are required to be submitted to the Engineer-in-charge.</p> <p>xi. The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the Engineer-in-Charge. A self-certified copy of such policies are required to be submitted to the Engineer-in-charge.</p> <p>xii. If the Contractor and/or his subcontractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.</p> <p>xiii. In case contractor takes Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value alongwith third party liability (max of 10% of tendered value or as applicable as per Insurance Regulatory Authority of India) then there is no requirement for taking separate insurance by sub contractors.</p> <p>However, workmen compensation policy is required to be taken separately by main contractor and sub contractor for workers employed by them.</p>
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CLAUSE 47

	Composite Contract and responsibilities of main agency	<p>i. The tenders have been called for composite work consisting of civil construction and other associated specialized works. The pre-qualification criteria shall be applicable for each subhead of work independently. The agency meeting PQ criteria for the main work shall be considered for execution of composite work. However, the agency shall be allowed to</p>
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		<p>execute only those specialized subheads of works for which bidder meets PQ criteria individually.</p> <p>ii. The main contractor shall be permitted to execute only those works (covered under one or more subhead) for which he meets all requirements of pre-qualification including financial, technical and technological requirement specified in the PQ criteria.</p> <p>iii. Main contractor will associate expert agencies for the execution of specialized works under various subheads for which he himself has failed to meet PQ criteria. In such case he will appoint his associate for the execution of each specialized work with the approval of the NIT approving authority. The main contractor shall intimate the names of only those agencies who fully meet the PQ criteria for each specialized work for the acceptance of the department.</p> <p>iv. Main contractor shall not be permitted to change their associate agencies in the course of execution of work. If change of agency is inevitable then a request shall be submitted to the engineer-in-charge in writing giving full justification for change of agency. The proposal should include name of the alternate agency along with his financial, technical capabilities and work experience in the appropriate field. Such change shall be allowed only after receiving approval from the competent authority.</p>
	Composite contract-Tripartite agreement	<p>This clause is applicable for the works for which the estimated cost put to tender is more than Rs.500.00 crores.</p> <p>i. The main contractor shall finalise his rates, terms and conditions mode of execution of work with specialised agencies for all works covered under various subhead of works on receipt of work order but specific rates, prices and makes of materials and performance of system shall be as specified in tender document.</p> <p>ii. The main contractor shall arrange an agreement between the department, contractor and associated agencies for all works covered under various subheads on receipt of work order from the engineer-in-charge. Main contractor and expert agency shall be jointly responsible for quality of work and performance of system.</p> <p>iii. Main contractor shall submit a request to associated agency for each specialized work within 1/12th of stipulated completion period within one month from issue of work order. The request shall be accompanied with documentary evidence for financial soundness, technical capabilities and their experience for executing similar specialized work along with application seeking acceptance for the name of associated agency for approval / rejection for the name of associated agency. The request shall be decided thereafter by NIT approving authority within 15 days of receipt of request on each subhead wise.</p> <p>iv. Main contractor shall submit duly signed tripartite agreement on the format provided by NIT within 2/12th of stipulated completion period or 60 days. The request for acceptance and signature of department. The extension of time for signing of this agreement shall not be generally permitted. The signing time shall only be extended if handing over of site is delayed due to reasons beyond control of the contractor.</p>
	Conditions of composite contract	<p>i. Main contractor shall be responsible for submission of earnest money.</p> <p>ii. The mobilization advance shall be paid to main contractor as per terms and conditions of contract and indicated under the contract. The amount of mobilization advance shall be corresponding to the value of work which shall be executed in each subhead. The mobilization advances shall be released on receipt of tripartite Agreement with expert agency for the same.</p> <p>iii. The security deposit shall be deducted from the running bills of main</p>

		<p>contractor after adjustment of full earnest money.</p> <p>iv. Main contractor shall be responsible for completion of work as per time schedule indicated in the NIT. The delay charges for the delay shall be levied on the main contractor only.</p> <p>v. The coordination meetings called by AAI or its representative shall be attended by the contractor and its representative as and when required. Expert agency shall be responsible for the soundness, quality of work and adherence to tender conditions. The main contractor as well as associated agency shall be responsible for rectification of deficiencies noticed in specialized work.</p>
	Payment Conditions for Composite Contract	<p>i. It will be the responsibility of main contractor to finalize expert agencies for the execution of works covered under all subheads of NIT. At the tripartite agreements signed as per NIT requirement at an early date. The main contractor shall not be paid for value of work covered under each running bill & subsequent bills till all Tripartite agreements are signed by all agencies concerned.</p> <p>ii. The main contractor must fill the ratio of work which shall govern the ratio of direct payment to the expert agency and to the main contractor for each subhead of work in schedule F. This ratio may also be indicated in tripartite agreement. Thus direct payment to the expert agency shall be released in the same ratio from the net payable amount (after all deductions).</p> <p>iii. The running bill for specialized work shall be processed as per terms and conditions of the contract. All deductions like security deposit, income tax and interest for complete work or due to any other reason shall be made as per the conditions from each running bill. In case the ratio as desired under the contract is not filled by the main contractor AAI will make payment of 75% of the net payable amount to the expert agency directly and balance 25% shall be paid to the main contractor.</p>

Clause 48

	Escrow Account	<p>i. All payments for the works estimated cost more than Rs.500 Cr shall be made only through Escrow Account opened by the contractor. However for works costing less than Rs.500 Cr., it shall be at the discretion of the Sanctioning authority to opt for Escrow account or not. The charges for Escrow Account shall be borne by contractor. The contractor's contribution on Escrow Account shall be drawn in consultation with the associated bank.</p> <p>ii. Mobilization advance for mobilisation of machinery shall be credited directly to the contractor's bank account opened for the contract through bank transfer. The contractor shall be able to utilize the advance (or as decided by TS) for each instalment of mobilisation advance to meet minimum expenses for construction of site office, purchase of office equipment and other minor works, while release of the fund shall be regulated by the department. The contractor shall seek for concurrent release of the fund by the Engineer-in-Charge for release of payment to the supplier through the Escrow Account by the Bank. Funds released by the Bank shall be released by Bank on receipt of bill from Engineer-in-Charge.</p> <p>iii. The contractor shall submit his proposal to the Engineer-in-Charge/Authority for utilisation of funds made available by AAI (75% against each RA Bill, can be utilised 25% directly for minor expenses like salary, stationary, office expenses). AAI shall exercise control for release of payment by contractor for 75%.</p> <p>iv. The contractor shall submit his proposal to the Engineer-in-Charge/Authority for utilisation of funds made available by AAI (75% against each RA bill)</p>
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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. a. **Excavation and Trenching** – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the Trench to at least 90cm (3fts) above the surface of the ground. The side of the trenches which are 1.5 m. (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

b. Safety Measures for digging bore holes : -

- i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;
 - iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 Mtr all around the point of drilling to avoid entry of people/animals;
 - iv. After drilling the bore well, a cement platform (0.50 Mtr x 0.50 Mtr x 1.20 Mtr) 0.60 Mtr above ground level and 0.60 Mtr below ground level should be constructed around the well casing;
 - v. After the completion of the borewell, the contractor should cap the borewell properly by welding steel plate, cover the borewell with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - vi. After the borewell is drilled the entire site should be brought to the ground level;
7. Demolition – Before any demolition work is commenced and also during the progress of the work,
- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Sr.Superintendent (Engg.) or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or condoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
 - (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii)(i) of AAI Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

- iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of AAI.
 - viii) AAI may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in- Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is 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 buildings and construction works in charge of AAI in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment.
 - (a) For work places in which the number of contract labour employed does not exceed 50 Each first –aid box shall contain the following equipments:
 1. 6 small sterilised dressings
 2. 3 medium size sterilised dressings
 3. 3 large size sterilised dressings
 4. 3 large sterilised burn dressings
 5. 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.
 - (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
 1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings
 4. 6 large size sterilised burn dressings.
 5. 6 (15 gms) packets sterilised cotton wool.
 6. 1 (60 ml). Bottle containing two per cent alcoholic solution iodine.
 7. 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute / Government of India.
 13. A bottle containing 100 tablets (each of 5 gms) of aspirin.

14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
 - (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
 - (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - (vi) a person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
 - (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
 - (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- i) Latrines shall be provided in every work place on the following scale namely:
 - a) Where female are employed, there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males.
- ii) Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- iii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iv) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

- v) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- vi) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- vii) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- viii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- ix) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- x) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sq ft) per head. Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- i) At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- i) In every work place where the work regarding the employment of contractor labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be limewashed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sq ft) per diner to be accommodated as prescribed in Sub-Rule (ix).
- xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number. (b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in Sub-Rule (ix).
- xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No loss' and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :-
 - a) The rent of land and building.
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

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

12. AMENDMENTS

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

AIRPORTS AUTHORITY OF INDIA

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the AAI Contractors Labour Regulations.

2. DEFINITIONS

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

- a) Who is employed mainly in a managerial or administrative capacity: or
- b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or
- c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer. No person below the age of 14 years shall be employed to act as a workman.

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

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

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

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- b) Where the minimum wages prescribed by the Central/State Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- (vii) All wages shall be paid in current coin or currency or in both.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Senior Superintendent Engg or authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- (xi) The contractor shall obtain from Engineer in charge or the authorised representative of the Engineer-in-Charge a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:
 "Certified that the amount shown in column No. has been paid to the workman concerned in my presence onat....."

Note: In case of payment of wages paid through bank, the contractor shall submit a copy of bank statement for relevant period duly signed by him.

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-XII.

- (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 VI)
- (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 VII).
- (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 VIII)
- (iv) **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-XIII).
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-XII)
- (vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix-XIV)
- (vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XV)
- (viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XVI).

8. ATTENDANCE CARD-CUM-WAGE SLIP

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

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.

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

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

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.

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

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, 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 General Manager (Engg.) concerned shall be final.

APPENDIX-I

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT & AMOUNT WITHHELD AGAINST COMPENSATION FOR DELAY IN INDIVIDUAL CONTRACT (on Non-Judicial Stamp Paper of Rs. 300/-)

[Refer Clause 1A and 2B]

To
The Airports Authority of India

.....
.....

1. In consideration of the Airport Authority of India having its head office at New Delhi [hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrator, successors and assigns) having agreed under the terms and condition 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 lieu of the amount withheld towards compensation for delay pending final extension of time to be made from the contractors contained in the said Contractor. We, the.....bank (hereinafter referred to as "the said Bank" and having our registered office atdo hereby under take and agree to identify and keep indemnified AAI from time to time to the extent of Rs.....(Rupees.....only) against any loss or damage, cost,, 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 condition 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 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 and breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered of 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 including compensation for delay if any as decided by AAI, have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and condition and accordingly 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 Liabilities periods or Final /Extension of Time grated by AAI as provided available in agreements clause no.....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 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 present 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 by 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 provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any charge in the Constitution of the said Contract or the said Bank shall not discharge our liability hereunder.

In presence of

Dated this _____ Day of _____

WITNESS

1.

2.

For and on behalf of (The Bank)
 Signature _____
 Name & Designation _____
 Authorisation No. _____
 Name & Place _____
 Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India

Signature _____

Name _____

Designation _____

Dated _____

APPENDIX-1A**FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT**

WHEREAS, contractor _____ (Name of contractor) (hereinafter called “the contractor”) has submitted his tender dated _____ (date) for the construction of “_____” (name of work) (hereinafter called “the TENDER”).

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (hereinafter called “the bank”) are bound unto _____ (Name of Senior Manager) (hereinafter called “the Engineer-in-charge”) in the sum of Rs. _____ (Rs. In words _____) for which payment well truly to be made to the said Engineer-in-charge the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this _____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- (2) If the contractor having been notified of the acceptance of his tender by the engineer-in-charge.
 - a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required –
OR
 - b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor,
OR
 - c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor,
OR
 - d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the engineer-in-charge either up to the above amount or part thereof upon receipt of his first return demand, without the engineer-in-charge having to substantiate his demand, provided that in his demand the engineer-in-charge will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date* _____ after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension (s) to the bank is hereby waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE NAME AND ADDRESS)

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

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

Name of work:..... Name of

Contractor.....

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

No.....

Sl. No.	Item	Quantities as per Agreement	Frequency as per Specification	No. of Tests Required	Upto date Quantity	No. of Tests Required	No. of Tests actually done	Remarks
1	2	3	4	5	6	7	8	9

Note: If the number of tests done are less than required, then reasons shall be recorded.

Signature of Supdt. (Engg)

Signature of Engineer-in-Charge.

Signature of Manager / AM (Engg)

A.A.I.

(C- Nil, I- Nil, O- Nil)

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APPENDIX-III**REGISTER OF MATERNITY BENEFITS (Clause 19 F)**

Name and address of the contractor.....

Name and location of the work.....

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

Date on which maternity leave commenced and ended

Date of delivery/miscarriage	<u>In case of delivery</u>		<u>In case of delivery</u>	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave Pay paid to the employee

<u>In case of delivery</u>		<u>In case of miscarriage</u>		Remark
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

APPENDIX-IV

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSION TO THE CONTRACTOR'S LABOUR IN AIRPORTS AUTHORITY OF INDIA WORKS (CLAUSE 19F)

Name and address of the contractor -----
 - Name and location of the work -----

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

APPENDIX-V**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 -----



Form-XIII
[See rule 2(1)]
[Part-A: For all Establishments]
Register of Workmen Employed by Contractor

APPENDIX-VI

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....

Name of the Establishment.....

Name of Owner.....

LN.....

Sl. No.	Employee Code	Name	Surname	Gender	Father's/Spouse Name	Date of Birth#	Nationality	Education Level	Date of Joining	Designation
1	2	3	4	5	6	7	8	9	10	11

Category Address *(HS/S/SS/US)	Type of Employment	Mobile	UAN	PAN	ESIC IP	LWF	AADHAAR	Bank A/c Number	Bank	Branch (IFSC)	Present Address	Permanent
12	13	14	15	16	17	18	19	20	21	22	23	24

Servie Book No.	Date of Exit	Reason for Exit	Mark of Identification	Photo	Specimen Signature/Thumb Impression	Remarks
25	26	27	28	29	30	31

*(Highly Skilled/Skilled/Semi Skilled/Un Skilled)

#Note: In case the age is between 14 to 18 years, mention the nature of work, daily hours of work and Intervals of rest in the remarks Column.

APPENDIX-VII

Form-XVI
[See Rule 78 (1) (a) (i)]

Muster Roll

Name and address of contractor.....

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

Name and location of work.....

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

Sl . 1	Name of work Man 2	Se x 3	Father's/ Husband's 4	Date					Remark
				1	2	3	4	5	



FORM B
[See Rule 78 (1) (a) (i)]

APPENDIX-VIII

FORMAT FOR WAGE REGISTER

Name and address of contractor.....

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

Name and location of work.....

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

Rate of Minimum Wages and since the date.....				
	Highly Skilled	Skilled	Semi-Skilled	Un Skilled
Minimum Basic				
DA				
Overtime				

Name of the Establishment _____ Name of Owner _____ LIN _____ Wage period

From _____ To _____ (Monthly/Fortnightly/Weekly/Daily/Piece Rated)

Sl. No. in Employee register	Name	Rate of Wage	No. of Days worked	Overtime hours worked	Basic	Special Basic	DA	Payments Overtime	HRA	Others	Total
1	2	3	4	5	6	7	8	9	10	11	12



Deduction								Net Payment	Employer Share PF Welfare Found
PF	ESIC	Society	Income Tax	Insurance	Others	Recoveries	Total		
13	14	15	16	17	18	19	20	21	22

Receipt by Employee/Bank Transaction ID	Date of Payment	Remarks
23	24	25



FORM C

FORMAT OF REGISTER OF LOAN/ RECOVERIES

Name of Establishment _____ LIN _____

Sl. Number In Employee register	Name	Recovery Type (Damage/loss/fine/advance/loans)	Particulars	Date of damage/Loss*	Amount
1	2	3	4	5	6

Whether show cause issued*	Explanation heard in presence of*	Number of Instalments	First Month/Year	Last Month/Year	Date of Complete Recovery	Remarks
7	8	9	10	11	12	13

*Applicable only in case of damage/loss/fine



Form-XVII [See Rule 78 (2) (a)]

Register of wages

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....For the month of

							Amount of								
S. No	Name of workman	Serial no in the register of workman	Description/ nature of work done	No. of days worked	Units of work done	Daily rates of wages/ piece rate	Sic- ness Allowance	Over-time	Net cash payment. (indicate nature)	Total	Deduction if any (indicate nature)	Net amount paid	Sig. or thumb impression of the workmen	Initial contract or his representative	
1				5	6	7	8	9	10	11	12	13	14	15	16

**APPENDIX-VIIIA****WAGE CARD**

Wages Card No.....

Name and Address of Contractor.....Date of issue.....

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

Name of workman.....Month/Fortnight.....

Rate of Wages.....

1	2	3	4	5	6	7	8	9	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	3	31	
									0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	8	0

Morning

Rate

Evening

Amount

Initial

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

Signature

The Wage Card is valid for one month from the date of iss

19/Form-XIX
[See rule 78 (1) (b)]

APPENDIX-IX

Wages Slip

Name and address of contractor.....

Name and Father's/Husband name of workman.....

Name and location of work.....

For the week/Fortnight/Month ending.....

1. No. of days worked.....

2. No. of units worked in case of piece rate workers.....

3. Rate of daily wages/piece rate.....

4. Amount of overtime wages.....

5. Gross wages payable.....

6. Deduction, if any.....

7. Net amount of wages paid.....

Initials of the contractor or his representative

APPENDIX-X

14/Form-XIV
[See rule 76]
Employment Card

Name and address of contractor.....

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

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

Name and address of Principal Employee.....

1. Name of the workman.....

2. SI. No. in the register of workman employed.....

3. Nature of employment/designation.....

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

5. Wage period.....

6. Tenure of employment.....

7. Remark.....

Signature of Contractor

APPENDIX-XI**FORM OF PERFORMANCE SECURITY (GUARANTEE)**

Bank Guarantee Bond
(On Non-Judicial Stamp Paper of Rs300/-)

1. In consideration of the Chairman, AAI (hereinafter called "AAI") to accept the terms and conditions of the proposed agreement between
 [hereinafter called the said contractor(s)] for the work (hereinafter "the said agreement") having agreed to production of a irrevocable guarantee for Rs. (Rupees only) as 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 Bank (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI exceeding Rs. (Rupees only) on demand.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee within any demure, merely on a demand from AAI stating that the amount claimed is required for the recoveries due or likely to be due from the said contractor(s). Any such demand of 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 to our liability under this present being absolute and unequivocal.
 The payment so made by us under this 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 bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged its guarantee.
5. We (indicate the name of 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 the 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 obligations payable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability on account of any such variation, or extensions being granted to the said contractor(s) for 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 securities would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the _____ the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) last to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid upto ss e..... ded on demand by AAI. Notwithstanding anything mentioned above, ag..... this guarantee is restricted to Rs. (Rupees unless a claim in writing is lodged within six months of the date of ex..... or the date of expiry of this guarantee all our liabilities under this guarantee sh..... and discharged.

In presence of

Witness

- 1.
- 2.

Dated Day of

For and on behalf of (The Bank)

Signature

Name & Designation

Authorizations No.

Name & Place

Bank's Seal

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

Authority of India

Signature

Name

Designation

Dated

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

APPENDIX-XI-A

Format for Letter of undertaking from the Depositor to Bank

(To be submitted along with Security Deposit / ~~Earnest Money~~ / ~~Performance Guarantee~~ to
Airports Authority of India)

(To be submitted in the Letter head of the firm)

The Branch Manager,
.....Bank,
.....

Sub: - My / Our Bank Guarantee bearing No.....dated for amount..... Issued in
favour of Airport Authority of India A/c.....

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of **Security Deposit** / ~~Earnest Money~~ / ~~Performance Guarantee~~ on account of contract awarded / to be awarded by M/s Airports Authority of India to me / us.

I hereby authorized the Airport Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

19. Collection or canvassing for the collection of any money within the premises of an establishment unless 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-XIII**

Form-XVII

[See Rule 78 (2) (d)]

Register of Fines

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....

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

**APPENDIX-XIV**

Form-XVII
[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.....

Name and location of work.....

Name and address of Principal Employer.....

Sl. No.	Name of workman	Father's Husband's Name	Designation /nature of employment	Particular of Damages or Loss	Date of damages or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remark
										First Instalment	Last Instalment	
1	2	3	4	5	6	7	8	9	10	11	12	13

**APPENDIX-XV**

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.....

Name and location of work.....

Name and address of Principal Employer.....

Sl. No.	Name of workman	Father's Husband's Name	Designation /nature of employment	Wage period and wages payable	Date and amount of advance paid	Purpose for which advance paid	Number of installment by which advance to be repaid	Date and amount of each installment repaid	Date on which last installment was repaid	Remark
1	2	3	4	5	6	7	8	9	10	11

**APPENDIX-XVI**

Form-XXIII

[See Rule 78 (2) (e)]

Register of Overtime

Name and address of contractor.....

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

Name and location of work.....

Name and address of Principal Employer.....

S. No	Name of workmen	Father's/Husbands Name	Sex	Designation/nature of employment	Date on which overtime worked	Total overtime worked at project 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

APPENDIX-XVII

NOTICE FOR APPOINTMENT OF ARBITRATOR

[Refer Clause 25]

To

.....
.....
.....

Dear Sir,

In terms of clause 25 of the agreement, particular of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm /Partnership Firm/Ltd. Co.
3. Full address of the applicant.
4. Name of the work and contract number in which arbitrator sought.
5. Name of the office which entered into contract.
6. Contract amount in the work.
7. Date of contract.
8. Date of initiation of work.
9. Stipulated date of completion of work.
10. Actual date of completion of work (if completed).
11. Total number of claim made.
12. Total amount claimed.
13. Date of intimation of final bill (if work is completed).
14. Date of payment of final bill (if work is completed).
15. Amount of final bill (if work is completed).
16. Date of request made to ED for decision.
17. Date of receipt of ED's decision.
18. Date of appeal.
19. Date of receipt of decision on our appeal.

Specimen signature of the applicant
(Only the person/authority who
Signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully

(Signature)

Copy to:

1. The Engineer-in-charge,
.....

APPENDIX -XVIII**INTEGRITY PACT**

The integrity pact shall be signed by both the parties in the following format

“This Pact made thisday of between Airports Authority of India, a corporate constituted by the Central Government under the Airports Act, 1947, India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi and offices atin India, hereinafter called the Authority, and shall unless excluded by or is repugnant to the context, be deemed to include its successors or Member, Executive Directors, Airport Directors, officers and employees of the Authority by the Chairman in this behalf, and shall also include its successors and assigns, 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 down organizational procedures, tender/ contract for The Authority while discharging its functions on business principles, values and compliance with all relevant laws and regulations, and the principles of social justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is make its business mechanism more transparent, thus to ensure strict adherence to the foresaid objectives/goals, the Authority hereby adopts the instrument 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 submitting a tender to the Authority for in response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution ofNOW, therefore, To avoid all forms of corruption by providing a system that is fair, transparent and free from any influence/pressure, to, during and subsequent to the currency of the contract to be entered into, view to Enabling the Authority to obtain the desired said stores/equipment of works at a competitive price in conformity with the definitions avoiding the high cost and the distortionary impact of corrupt procurement, and Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing a to them their competitors will also abstain from bribing and other corrupt practices. The Authority will commit to prevent corruption, in any form, by its officers and employees 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, through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party connected to the contract in exchange for an advantage in the bidding process, 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 give an advantage to a particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct or any official(s) is reported by the BIDDER to the Authority with full verification 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. In such a case while an enquiry is being conducted by the Authority, the preceding contract would not be stalled.

1. Commitments of Bidders/Contractor.

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

- 2.1 The Bidder/Contractor will not, 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, 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 process, evaluation, contracting and implementation of the contract.
- 2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised, 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 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.

- 2.3 The Bidder / Contactor has not entered and will not enter with any other bidder any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, submission or non-submission of bids or any actions to restrict competition or to introduce cartelization in the bidding process.
- 2.4 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian and foreign principals or associates.
- 2.5 The Bidder/Contactor shall when presenting his bid disclose all the payments he has made or, is committed to make or intends to make to agents/brokers or any other intermediary, in connection with his bid/contract.
- 2.6 The Bidder/Contractor further confirms to the Authority that the BIDDER is the original manufacturer, integrated or organized 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 by any such individual, firm or company in respect of any such intercession or recommendation.
- 2.7 The Bidder/Contractor, either before or after the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made or has committed to or intends to make to officials of the Authority or their family members, agents, brokers or other intermediaries in connection with the contract and shall be held liable for such payments.
- 2.8 The Bidder/Contractor shall not enter into any arrangement with other parties interested in the contract to interfere with the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The Bidder/Contractor shall not accept any advantage in exchange for any corrupt practice or for any illegal activities.
- 2.10 The Bidder / Contactor shall not use improperly, for purposes of competition or performance, or pass on to others, any information provided by the Authority as part of its business relationship, regarding plans, technical proposals and including information contained in any electronic data carrier. The Bidder / Contactor also undertakes to exercise due and adequate care lest such information is divulged.
- 2.11 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).
- 2.12 The Bidder/Contractor commit to refrain from giving any gift or bribe through any other manner without supporting it with full and verifiable facts.
- 2.13 The Bidder/Contractor shall not instigate or cause to instigate any person to commit any of the actions mentioned above.
- 2.14 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 if an officer of the Authority has financial interest 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.
- 2.15 The Bidder/Contractor shall not lend or borrow money from or enter into any monetary dealings or transaction directly or indirectly with any employee of the Authority.
- 2.16 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 any other provision of the Integrity Pact as to put his reliability or credibility as Bidder/Contractor in question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.
- 2. Previous Transgression**
- 3.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately preceding the signing of this Integrity Pact, with any other company in any country or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders disqualification from the tender process.
- 3.2 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 and he may be considered for debarment for future tenders.
- 3.3 The Bidder/Contractor undertakes to get this Pact signed by the subcontractor whose value of the work contribution exceeds Rs 0.5 Cr. (Rupees zero point five Cr.) and to submit the same to the Authority along-with tender documents before contract signing.
- 3.4 The Bidder/Contractor shall submit a declaration from the subcontractor(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 0.5 Cr. (Rupees Zero point five Cr.) 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 subcontractor(s) in relation to the contract/ work.

3.5 That the Authority will disqualify from the tender process the Contractor(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of policy of authority.

3.6 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 policy of authority. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

4. **Earnest Money, Security Deposit, Bank Guarantee/ Bond or any other mode and its validity i/c Warranty Performance Guarantee/Bond.**

While submitting bid, the BIDDER shall submit MD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERFORMANCE GUARANTEE etc., which is as per terms and conditions and details given in NIT documents sold to the Bidders.

5. **Sanctions for Violations/Disqualification in tender process and exclusion from future Contacts.**

5.1 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 terminate the pre contract negotiations without assigning any reason or giving any notice to the BIDDER. However, the proceedings with the contractor would continue.
- ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii) If the Bidder is disqualified / debarred the Bidder from the tender process pursuant to section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- iv) If the Bidder has already paid by the Authority, and in case of an Indian Bidder, interest thereon at 2% higher than the prevailing Prime Lending Rate of the Bank of India, while in case of a BIDDER from a foreign country, interest thereon at 2% higher than the LIBOR. The 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 en-cash the advance bank guarantee and performance bond, if furnished by the BIDDER, in order to recover the amounts, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER who shall be liable to pay compensation for any loss or damage resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from any money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future tendering process for a minimum period of three years, which may be extended at the discretion of the Authority.
- viii) To recover all sums paid in violation of this Pact by the BIDDER to any middleman or agent or broker with a view to securing the contract.
- i) In case where irrevocable Letter of Credit has been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- ii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same with or without any reason for imposing sanction for violation of this Pact.
- iii) That if the Authority has awarded a contract under section 2 or 3 or 4 or if the Authority is entitled to award 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.
- iv) The Bidder / Contractor agrees and undertakes to pay the said amount at any time at the discretion of the Authority subject only to condition that if the Bidder/Contractor does not prove and establish to the satisfaction of the Authority that the award / modification / debarment of the bidder from the tender or the termination of the contract after award of the contract has been caused by the Authority.

5.2 The Authority will be entitled to take all or any of the actions mentioned at para

5.1 above (xii) This Pact also on the Commission by the BIDDER or any one or acting on its behalf (whether with or without the knowledge of the Authority), 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.

- That if the Bidder/Contractor applies to the Authority for premature termination of the debarment and proves to the satisfaction of the Authority that he has implemented a suitable and effective corruption prevention system and also that he has made good the damage, if any, caused by him, the Authority may, if the facts and circumstances so warrant, revoke the debarment prematurely considering the facts and circumstances and the documents/evidence adduced by the Bidder/Contractor for that purpose.
- That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with the Independent External Monitor's recommendation that there is no reasonable doubt is possible in the matter.
- The decision of the Authority to the effect that a breach of this Pact has been committed by the BIDDER is final and binding on the BIDDER. However, the BIDDER can appeal the decision of the Independent External Monitor(s) appointed for the purpose of monitoring the Bidder/Contractor.
- Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**
- That if the Authority receives any information of conduct of Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an associate of the 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.
- Independent External Monitor:**
- That the Authority has appointed competent and suitable Independent External Monitor(s) for this Pact.
- The task of the Monitor is to review impartially and objectively, whether and to what extent the Bidder/Contractor is complying with obligations under this Pact. He will also enquire if there is any commission or transgression of any provision of this Pact made by the Bidder, Contractor or Sub-Contractor.
- That the Monitor(s) shall be subject to any instructions by the representatives of the parties to the Pact. He shall act in his functions neutrally and independently. He will report to the Authority on the basis of the findings of the Monitor.
- That the Bidder/Contractor agrees that the Monitor(s) has the right to access any information and documents of the Authority including that of the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon request and demonstration of a valid interest, unrestricted and conditional access to project documentation including minutes of meeting. This provision is applicable to Sub - Contractors and Associates. The Monitor is under no obligation to disclose information and documents of the Authority and Bidder/Contractor to the Bidder/Contractors/ Associates with confidentiality.
- 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(s) can in this regard submit his recommendations. Beyond this, the Monitor(s) has no right to demand from the Contractor in a specific manner, refrain from action or tolerate a violation.

7.6 That the Authority will provide to the Monitor(s) such information about all meetings among the parties related to the project which could have an impact on the contractual relationship between the Authority and the Contractor / Bidder. The parties offer to the Monitor(s) the option to participate in such meetings.

7.7 That the Monitor(s) will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of information to him by the Authority and, should the need arise, submit proposals for correcting problematic situations.

7.8 That if the Monitor(s) has a substantiated suspicion of an offence under the Anti-Corruption Laws of India and the Chairperson is 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.

7.9 The word 'Monitor' will be used in singular or plural.

8. Facilitation of Investigation.

In case of a allegation of violation of any provisions of this Pact or payment of commission to any authority or its agencies shall be entitled to examine all the documents including Bank accounts of the BIDDER and the BIDDER shall provide necessary facilities and documents in English and shall extend all possible help for the purpose of such Examination.

9. Law and Place of Jurisdiction.

That this Pact shall be governed by provisions under Indian Law. The place of performance of this Pact is the Corporate Headquarter /the Regional Authority, as applicable.

10. Other Provisions

10.1 The charter and supplements as well as termination notice need to be made

10.2 That if the Bidder / Contractor are a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

11. Pact duration (Validity)

- 11.1 That this Pact comes into force when both the parties have signed the Pact. The Pact shall be valid for the Contractor 12 months after the final payment under the contract and for all other Bidders 3 months after the contract is awarded.
- 11.2 That if any claim is made / lodged during this period, the Pact shall remain binding and continue to be valid despite the lapse of this Pact, unless it is discharged/determined by Chairman of the Authority.
- 11.3 That should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such cases, the parties will strive to come to an agreement to their original intentions.

12. Company Code of Conduct

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

13. The parties hereby sign the Integrity Pact at _____ on _____

Buyer

Name of the Officer
Designation
Deptt./Ministry/PSU
Witness

1. _____
2. _____

CHIEF EXECUTIVE OFFICER
Witness

2. _____

APPENDIX XIX

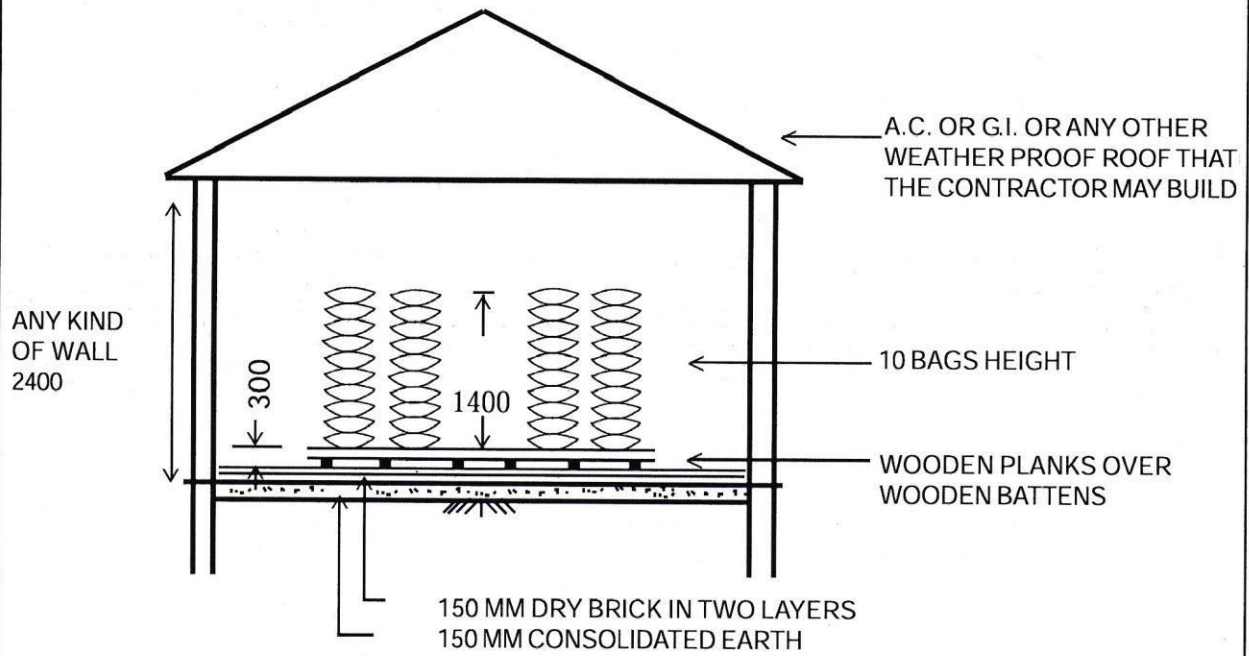
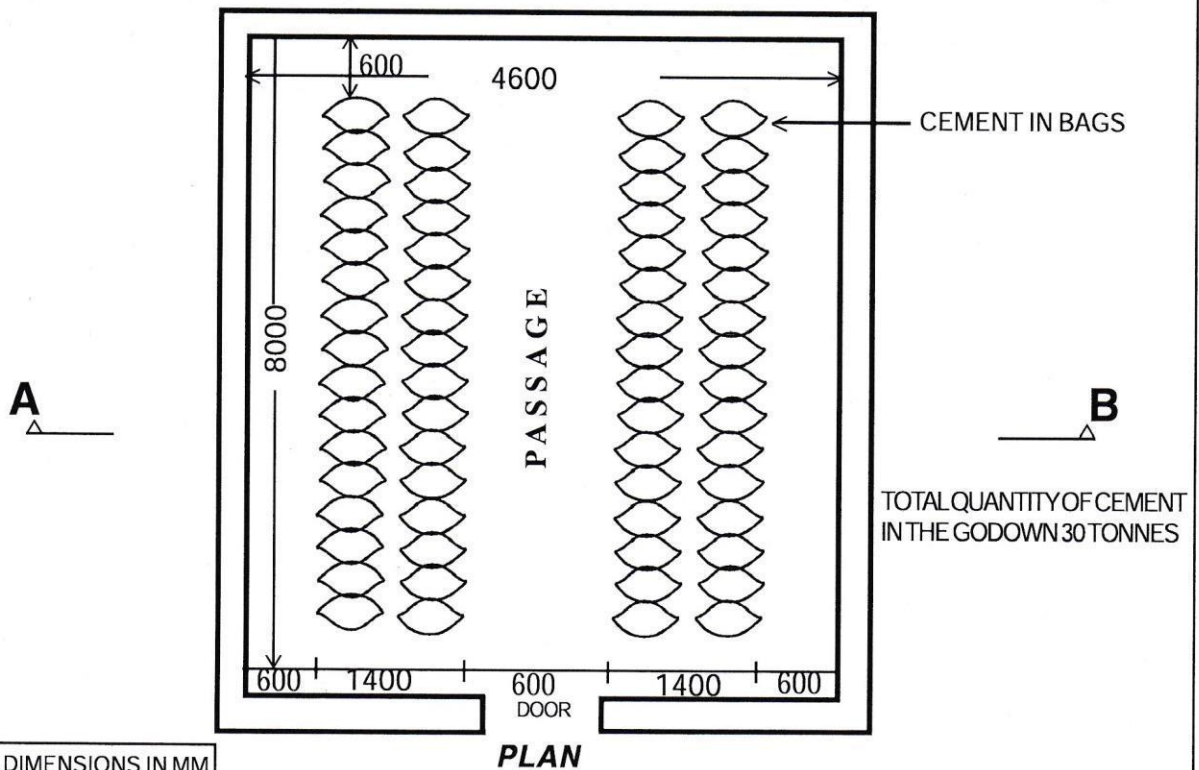
(To be filled by Contractor)
(CLAUSE-47)

Ratio of direct payment to the specialized agency in case of composite contract : ...% of the net payment to Specialized agency

Sl.	Sub-head	Nature of work	% of the net payment to be made to Specialized agency
1	Sub-head I		

1. T applicable to all sub-heads must ensure that all sub-heads of works are covered in above table.
2. bidders must indicate percentage payable to specialized agency in case of all sub-heads.
3. If payment is made by the contractor against one or more subhead in this schedule, then 75% of the payment admissible as per AAI for the subhead under consideration shall be paid directly to specialized agency in case of composite contract.

सीमेन्ट गोदाम का रेखाचित्र / SKETCH OF CEMENT GODOWN

**SECTION AB**

ALL DIMENSIONS IN MM

PLAN**SKETCH OF CEMENT GODOWN**

SCHEDULES

SCHEDULE `A`

All rates shall be quoted in the format provided and no other format is acceptable. The price bid has been given as a standard SoQ format at page no. **SOQ – Pg. 01** with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the SoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the File name. If the BOQ file is found to be modified by the bidder, the bid will be rejected and EMD shall be forfeited.

SCHEDULE `B`

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be changed to the contractor	Place of Issue
1	2	3	4	5
<i>Not Applicable</i>				

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

Sl.No.	Description	Hire charges per day	Place of Issue
1	2	3	4
Not Applicable			

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any.

-----N.A -----

SCHEDULE 'E'

Reference to General Condition of contract Name of work

Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C. E Jamnagar.

Estimated cost of work

Rs 57.60 Lakh

i. Earnest Money

Rs 1,15,200/- (One lakh Fifteen Thousand Two Hundred only)

ii Performance Guarantee:

Not Applicable

iii Security deposit:

10% of contract value

SCHEDULE 'F'
GENERAL RULES & DIRECTION

Officer inviting tender

AGM (Engg-Civil)
: CIVIL ENCLAVE JAMNAGAR

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	a: Unlimited for Individual Items b: 30% of work order amount (for Overall)
--	--

Definitions:

Office inviting tender	: AGM (Engg-Civil) C. E Jamnagar
2 (i) Engineer-in-Charge	: AGM Engg (Civil)
2 (ii) Accepting Authority	: DGM Engg (Civil)
2 (iii) Percentage on cost materials & Labour to cover all overheads & Profits	: 15%
2 (iv) Standard schedule of rates	: DSR 2018 , with upto date correction slips + Cost Index & Market Rate.
2 (v) Department	: AAI, Engineering

Clause 1

(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	Not Applicable
(ii)	Maximum allowable period of extension	As per E.I.C

Clause 2

A	Authority for fixing compensation Under Clause 2	DGM (Engg-C) / JGM (Engg-C)
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Clause 2A

	Whether Clause 2A shall be applicable	No
--	---------------------------------------	----

Clause 5

	Number of days from the date of issue of letter of acceptance for reckoning date of start	After 10 th day from the date of issue of work order or handing over the site whichever is earlier.
--	---	--

Mile Stone(s) as per table given below:

Sl.No.	Description of Milestones (Physical)	Time allowed in days	Amount to be withheld in case of non achievement of milestone
	As per clause 5 of GCC and Special Conditions mentioned in this Tender		

1. Time allowed for execution of work. : **12 (Twelve) Months**

Authority to decide:

- | | | |
|--|---|---------------------|
| i. Extension of time | : | Engineer-in-Charge. |
| ii. Rescheduling of milestone | : | Not Applicable |
| iii. Shifting of date of start in case of delay in handing over of site..... | : | Engineer-in-Charge |

Clause 6, 6A

Clause applicable – (6 or 6A) : **6 A**

Clause 7

Gross work to be done together with net Payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment.	Rs. 08.00 Lakh except final bill
--	---

Clause 10A**Testing equipment to be provided by the contractor to be provided**

All the Testing equipment required for carrying out testing for building/ pavement works as per CPWD, Morth, IRC and AAI specifications shall be provided as and when required or required testing will be conducted through the empaneled Laboratory or NABL accredited laboratory.

Clause 10 B(II)

Whether Clause 10B(II) shall be applicable	No
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Clause 10C:**Applicable/ Not Applicable****Component of labour expressed as percent of value of work: 25%**

Clause 10 CA

Materials covered under this clause	Nearest Material (other than cement*, reinforcement bars, structural steel & Bitumen) for which All India Wholesale Price index is to be followed	Base price and its corresponding period of all the materials covered under clause 10CA
1. Cement (OPC/ PPC)	Cement	Base price for cement to be determined under authority of (Works).
2. Reinforcement steel bars (TMT)	Reinforcement steel bars (TMT)	or concerned Zonal Chief Engineer, CPWD as on last date of receipt of tender.
		In case base price for cement, reinforcement steel and bitumen as to be issued by CPWD is not available concerned ED (Engg) empowered to determine the same.

***Note:**

- Includes cement components and in-situ weight at site from outside approved RMC plants, if any.
- Base price and corresponding period of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price corresponding period.

Clause 10 CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	10 +	10 +
of cost of both materials, labour, POL etc. price es		
Component of cost (except material covered under clause 10CA) / Electrical construction materials		
Component of cost expressed as % of total value of workXm		
Component of cost expressed as % of total value of workZ.....%		

Note: % shall be equal to (100) – (material covered under clause 10 CA i.e. cement, steel and other materials specified in clause 10 CA + component of labour + component of POL).

Clause 11

Specification to be followed for execution of work	a) "CPWD Specification 2009, Vol. I to II with upto date correction slips, MORTH or other specification as applicable. b) Technical specification. c) Manufacturer's Specification.
--	---

Clause 12

12.2 & 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work above plinth level or 1.2 Mtrs. Above ground level	Unlimited
12.5	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work	Unlimited

Clause 16

	Competent Authority for deciding reduced rates	DGM/ Jt.GM (Engg)
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Clause 17

Defect Liability Period - 12 (Twelve) Months from the actual date of Completion.

Clause 18

Mandatory machinery tools & plants to be deployed by the contractor at site:

To be provided as per site requirement for timely completion of work.

Clause 25

Place of Arbitration: Airports Authority of India
RHQ, Western Region,
New Operational Office Building
Opp. Parsiwada, Sahar Road,
Vile Parle (East), Mumbai – 400 099

Clause 36(1)**Requirement of Technical Representative(s) and recovery rate**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36	
						Figures Rs.	Words
1.	10 th pass/ Diploma	2 Year'' Experience / CIVIL ENGINEERING	FULL TIME SITE SUPERVISOR / ENGINEER	2 Yr.	1	Rs. 1200/- Per Day	Rupees Twelve Hundred only

- ~~a. Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.~~
- ~~b. Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineer for the purpose of such deployment subject to the condition that such diploma holder should not exceed 50% of requirement of degree engineers~~

Clause 37

License Fee for unpaved land

As per prevailing rate.**Clause 41(b)**

Integrity Pact applicable

No

Clause 42

(i)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	DSR 2018 printed by C.P.W.D with up- to-date correction slips till last date of submission of tender, technical specifications & SOQ.
(ii)	Variations permissible on theoretical quantities	
a.	Cement for works with estimated cost put to tender not more than Rs.5 lakhs.	3% plus/minus
	For works with estimated cost put to tender more than Rs.5 lakhs	2% plus/minus
b.	Steel Reinforcement and structural steel section for each diameter, section and category	2% plus/minus
c.	Bitumen	2.5% plus only & NIL on minus side
d.	All other materials	

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of items	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement		
2.	Steel reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

* Provided work is considered technically sound. Otherwise work has to be re-executed as per direction of Engineer-in-charge

Clause 48

Escrow Account: Not applicable.

Annexure to clause 34 (x)

Annexure to clause 34 (x) showing quantities of materials for areas of surfacing to be considered for working out minimum period for which hire charges of road roller are to be recovered.

Sl.No.	Material of surfacing	Quantity or areas
1.	Consolidation of earth subgrade	1860 Sq.m
2.	Consolidation of stones soling 15 cm to 22.5 cm thick	
3.	Consolidation of brick soling 10 cm to 20 cm thick	230 Cu.
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 15 cm thick	600 Cu.
5.	Consolidation of wearing coat of brick ballast 10 cm thick	600 Cu.
6.	Spreading and consolidation of red bajri 6mm	930 Sq.m
7.	Painting one coat using stone aggregate 10 mm nominal size	
	(a) @ 1.65 m ³ per 100 m ² and paving S-90 or S-90@2.25 Kg per m ² or	
	(b) @ 1.50 m ³ per 100 m ² and bitumen emulsion or tar @2.25 Kg per m ²	930 Sq.m.
8.	Painting two coats using	
	(a) For first coat, stone aggregate 12.5 mm nominal size	
	(i) @ 1.50 m ³ per 100 m ² and bitumen emulsion S-90@2 Kg per m ² or	
	(ii) @ 1.35 m ³ per 100 m ² and bitumen emulsion @2 Kg per m ²	600 Sq.m.
	(iii) @ 1.5 m ³ per 100 m ² and bitumen emulsion @2.25 Kg per m ²	600 Sq.m.
	(b) For second coat, stone aggregate 10 mm nominal size 0.9 Cu.m. per 100 m ² with	
	(i) 1kg bitumen emulsion S-90 or bitumen emulsion per Sq.m. Or	
	(ii) 1.25 kg bitumen emulsion per Sq.m.	600Sq.m.
	Re-painting of road surface with stone aggregate 10 mm nominal size 0.9 Cu.m. per 100 m ²	
	(i) 1 kg bitumen A-90 or S-90 per Sq.m. ;k or	
	(ii) 1.25 kg bitumen emulsion per Sq.m.	1670 Sq.m.



10.	2 cm premix carpet surfacing using 2.4 m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930Sq.m
11.	2.5 cm premix carpet surfacing using 3 m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	
12.	4 cm thick bitumen concrete surfacing using stone aggregate 1.9 Cu.m. (60% 20mm nominal size and 40% 12.5 mm nominal size) per 100m ² and coarse sand 1.9 Cu.m. per 100m ² and hot cut back bitumen over a tack coat of hot cut back bitumen.	
13.	5 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25 mm nominal size and 40% 20 mm nominal size) per 100m ² and coarse sand 2.4 Cu.m. per 100m ² and hot cut back bitumen over a tack coat of hot cut back bitumen.	370Sq.m.
14.	6 cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60% 40 mm nominal size and 40% 25 mm nominal size) per 100m ² and coarse sand 2.9 Cu.m. per 100m ² and hot cut back bitumen over a tack coat of hot cut back bitumen.	
15.	7.5 cm thick bitumen concrete surfacing using stone aggregate 6.3 Cu.m. (60% 50 mm nominal size and 40% 40 mm nominal size) per 100m ² and coarse sand 3.65 Cu.m. per 100m ² and hot cut back bitumen over a tack coat of hot cut back bitumen.	230Sq.m.
16.	2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size 40% 10 mm nominal size) per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750Sq.m.
17.	4 cm bitumastic sheet, using stone aggregate 2.5 Cu.m. (60% 12.5 mm nominal size, 40% 10 mm nominal size) per 100 Sq.m. and coarse sand 2.5 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	560Sq.m.
18.	Laying full ground surface using stone aggregate 40 mm nominal size 6.10 Cu.m. per 100 Sq.m. and binding with 20 mm to 12.5 mm nominal size stone grit 1.07 Cu.m. per 100 Sq.m. and seal coat of binder being hot bitumen or tar, 1.07Cu.m. per 100 Sq.m., the binder being hot bitumen or tar, specified.	460Sq.m.
19.	Laying full ground surface using stone aggregate 50 mm nominal size 9.9 Cu.m. per 100 Sq.m. and binder, binding with stone grit 20 mm to 12.5 mm nominal size 1.07 Cu.m. per 100 Sq.m. and seal coat of binder being hot bitumen or tar, 1.07Cu.m. per 100 Sq.m., the binder being hot bitumen or tar, specified.	370Sq.m.
20.	2 cm premix carpet surfacing using stone aggregate 2.4 m ³ of stone aggregate 10 mm nominal size 2.4 Cu.m. per 100 Sq.m. and hot bitumin binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10 mm nominal size 1.07 Cu.m. per 100 Sq.m.	560Sq.m.
21.	2 cm premix macadam surfacing using stone aggregate 25 mm nominal size 2.4 Cu.m. per 100 Sq.m. and hot bitumin binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10 mm nominal size 1.07 Cu.m. per 100 Sq.m.	460Sq.m.

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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications, Drawings and any other documents forming part of this contract wherever the context so requires.
- 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 to 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 override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. Site Office:

- 2.1 A site office and an attached store yard have to be established by the Contractor at suitable Location as directed by the Engineer-in-charge. The agency shall pay a license fee at the rate as given below:-
Particulars of the area License fees to be charge
 - (a) Unpaved area (Land) Rs. **As per prevailing rate per sqm per annum**
 - (b) Land Allotted by AAI for installations of plant, labour camp (if provided), cement godown and site office, license fee from agency shall be charged **As per prevailing rate per sqm per annum** with annual compound escalation as per prevailing AAI rates. Land used for stacking of material to the extent available is, however provided at free of cost, with the approval of Project /Airport In charge.
- 2.2 In case any vacant room and store yard of AAI can be spared same will be handed over to the Contractor for use a site office and store yard and he shall pay a license fee as decided by commercial department of AAI, Porbandar for use and occupation of the same.
- 2.3 Such case or occupation shall not confer any right of tenancy of the land/room/store yard to the contractor.
- 2.4 The Contractor shall be liable to vacate the occupied land/room/yard within 15 days on demand by the Engineer-in-charge.
- 2.5 Where any existing site office and store yard cannot be provided by AAI , the contractor shall construct a site office and attached store yard at a suitable location as directed by the Engineer-in-charge as per following specifications :-Site Office size : 3 m X 3 m
Store size : 3 m X 4.5 m
Floor: Ordinary PCC
Wall: Brick/Stone/CGI sheet /Asbestos sheet
Roof: CGI sheet/Asbestos sheet
Door & Windows: Timber/steel/glazing/with grills
Electrical fittings: Minimum as per site requirement
- 2.6 The above specifications are for guidance only and the contractor shall construct the site office and store yard as per site requirement and direction of the Engineer-in-charge. The payment of such construction shall be made to contractor as per rate quoted by him in Schedule A.
- 2.7 As regards License fee, right of tenancy, vacation etc, for such newly constructed site office and store condition 2.2 to 2.4 mentioned above shall also be applicable.

3. **Permissible time for attending complaint: -**

- 3.1 All day to day maintenance complaint shall be attended by the contractor in totally to the entire satisfaction of the complainant and Engineer-in-charge or his authorized Representative within 03 (three) days of their registration. However, for any emergency work, day to day operational or providing proper services as water supply, drainage and sewer has to be attended immediately without loss of time. In case the contractor fails to do so the compensation as mentioned in clause 3.4 shall be applicable. The decision of EIC or his authorized representative shall be final and binding to the contractor.
- 3.2 All complicated nature of complaints as so certified by the Engineer-in-charge or his Authorized representative shall be attended in totality to the entire satisfaction of the Complainant and Engineer-in-charge or his authorized Representative within 4 days of their registration.
- 3.3 In case of major break down as so certified by the Engineer-in-charge or his authorized Representative the complaint shall be attended in totality to the entire satisfaction of the complaint and Engineer-in-charge or his authorized representative within 7 days of the registration.
- 3.4 The contractor shall be liable to pay compensation for delay if he fails to meet the Conditions as stipulated in paras **4.1, 4.2 and 4.3 Rs. 100/- Rs. 200/- and Rs. 500/-** respectively per complaint in case of operational area. However, if engineer-in-charge or his authorized representative feels that the contractor is not taking any appropriate action for attending the day to day complaints as mentioned above intentionally or closed his office temporarily, the same complaint will be attended by AAI by engaging other agency and 4 (four) times the actual expenditure incurred for this will be deducted from the Contractor's bill as compensation. This is over and above the deduction mentioned in this Para above.
- 3.5 For the works mentioned in Para 2.1 (b) of particular specification, in case of any delay Compensation will be levied as per the relevant clause stipulated in the general terms and Conditions of tender. Decision of Engineer-in-charge and his authorized representative is final & binding to the Contractor.

4. **Order for execution works:-**

- 4.1 For ordering the various works on the Contractor, a register of complaint works shall be maintained at site an appropriate location as directed by the Engineer-in-charge. Any day to day maintenance complaint registered in this register by any AAI employee of the station /aerodrome shall be completed by the Contractor within the time schedule stipulated in condition 3 above.
- 4.2 For other maintenance /repair works or any other within the scope of this contract, description of each work along with the stipulated time of completion shall be entered in the registered of complaint work by the Engineer-in-charge or his authorized Representative.
- 4.3 The Contractor shall see the register every day and sign the same as a token of having received the complaint list or Schedule of Qty.

5. **Stores:-**

- 5.1 The Contractor shall procure well in advance the necessary construction materials like cement, steel, bricks, sand etc. and stores like paint door/window fittings, plumbing/sanitary fitting/fixture, glass panels and so on which are to be corporate in the works to ensure prompt attendance of complaint and timely completion of each work.

- 5.2 The contractor shall carry out regular survey of the local market and in case certain Items/stores of approved make are not available locally, same have to be arranged by the contractor from other place and nothing extra shall be paid by AAI.
- 5.3 The stores shall be kept in a systematic manner and properly stacked as directed by Engineer in-Charge. Necessary chowkidar and store keeper shall be arranged by the Contractor at his own cost for watch and ward and handling of stores.

6. Manpower:-

- 6.1 The Contractor shall deploy a minimum of one qualified full time supervisor / Diploma holder (having adequate experience in maintenance) for the supervisor of works which are carried out by him. The other necessary manpower like carpenter, plumber, mason, sewer man, beldar etc. for timely attendance of complaints and execution of work shall also be arranged by the Contractor. Nothing extra other than the quoted rate in Schedule" A" shall be paid by AAI in this regard.
- 6.2 The supervisor shall inspect the site as per the complaints and works recorded in the register and get the defects / works rectified /completed to the satisfaction of Engineer – in-Charge.
- 6.3 Contractor is also required to provide specific uniform and safety devices to manpower deployed at site for the work as detailed below:-
- (i) Safety helmets and foot wears are to be provided for the workers.
 - (ii) Other safety equipment required specially for working at heights.
- Nothing extra shall be paid to contractor by AAI on this account.

7 TEMPORARY WORKS

- 7.1 The Tenderer should see the approaches and conditions of the same. If any approach from main road is required at site or existing approach is to be made and maintained for cartage of materials etc. by the Contractor, the same shall be provided, improved and maintained by the Contractor at his own cost.
- 7.2 Wherever required, the contract shall segregate the site of work from operational area by providing barricade of 2.00m high. The payment for the barricading shall be made to the agency.
- 7.3 All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his own cost, immediately after completion of the work.
- 7.4 The site for the work **“Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar.”** shall be handed over to the contractor alongwith the existing structures, houses, plantations/trees etc. The contractor shall include in his quoted rates, the cost of dismantling/cutting and carrying away the same from the site wherever required and nothing extra shall be payable on this account.

8. PAYMENTS

- 8.1 The bill shall be submitted at intervals as provided at Clause 7 in Schedule- F, GCC Page No:132 on or before the date fixed by the Engineer-in-Charge for all the works executed since previous bill in accordance with provision of clause 7 of GCC. The

contractor shall submit all the bills on the proforma prescribed by the Engineer-in-Charge, preferably through computerized billing in triplicate.

- 8.2 The payment due to the contractor shall be made within 30 days of the submission of the bill by the contractor and the measurements shall be verified by the Engineer-in-Charge or his representative within 10 days of submission of the bill.
- 8.3 Running payment shall be made to Contractor **once in a two month if the amount of the gross bill is Rs.8.00 lakhs or more or as per decision of Engineer-in-charge** after deducting security deposit, compensation for delay, other statutory deductions etc, which the contractor may become liable.
- 8.4 Payment will be released on submission of proof of PF & ESI contribution and other relevant records / documents of the applicable month.
- 8.5 The rates quoted shall be inclusive of all taxes, duties, packing, insurance, transportation, loading, unloading, handling, incidental charges, local levies etc. However, ESI & PF shall be extra which will be reimbursed against documentary evidence.

9. **INCOME TAX & LABOUR CESS**

- 9.1 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.
- 9.2 Labour CESS as per rules and regulation in force shall be deducted from the bills of contractors and deposited with designated authority.

10. **WATER**

- 10.1 Generally water required for the work shall not be given by AAI and same has to be arranged by the contractor. In case AAI water source is available near the work site and water can be spared to the contractor as per discretion of the Engineer-in-charge, the contractor may draw water from the AAI source as approved by Engineer-in-charge.
- 10.2 Wherever AAI water source is used by the Contractor, 1% of gross bill amount (work done) shall be deducted from the running/final bill.

11. **POWER SUPPLY**

- 11.1 Generally Power required for the work shall not be given by the department and same has to be arranged by the contractor. In case AAI electricity source is available near the work site and electricity can be spared to the contractor as per direction of Engineer-in-charge, the contractor may draw electricity from the AAI source as approved by Engineer-in-charge.
- 11.2 Necessary meter and connection from the source as approved by Engineer-in-charge shall be arranged by the Contractor. No extra payment towards meter and connection arrangement shall be paid by AAI.
- 11.3 Wherever AAI electricity source is used by the contractor as per prevailing rates per unit of meter reading or the charge as fixed by the local Electricity Board /Airports Authority of India whichever is higher shall be recovered from the running /final bill.

12. **CONTRACT AGREEMENT**

12.1 The contract agreement shall be executed on a non-judicial stamp paper of value **Rs.300/-** and cost of the stamp paper shall be borne by the Contractor.

12.2 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.

13. **DAMAGE TO PERSON AND PROPERTY**

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

14. **CLOSING DAY'S WORK**

14.1 Work shall be closed at 2 hrs. Notice for VVIP movement and also other exigencies, if directed by the Engineer-in-Charge. No compensation shall be entertained on this account from the contractor.

15. **LABOUR CAMPS**

15.1 No labour camps will be allowed in the operational area.

16. **REGULATIONS**

16.1 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 red lights during night while working in operational areas.

17. **ADMISSION TO SITE**

17.1 For the works falling within the restricted area, execution shall be restricted to non-operational hours. The contractor is expected to finish the work before each break by adequate planning with suitable construction joints etc. as per the satisfaction of Engineer-in-Charge. All men and vehicles shall be permitted to enter the aerodrome operational area only on possession of the security passes issued by AIRPORT-INCHARGE. The contractor shall apply in writing in advance of the commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses and shall satisfy the Engineer-in-Charge who shall, at his discretion, have the right to recommend the issue of passes to control the admission of contractor his agents, his staff and workmen. The contractor shall ensure that his men shall work in areas/zones allotted to them. Passes shall be deposited with the Engineer-in-Charge on demand and in any case immediately after completion of work. The contractor's staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities such as prohibition of smoking & lighting, search of persons on entry and exit, keeping to specified routes etc. Any person found violating the security rules laid down by the authorities will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account. No time extension shall be granted and nothing extra shall be payable by AAI on account of restriction due to non-operational hours and in restricted working conditions.

18. **STANDARD OF WORKMANSHIP**

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

19. **BYE-LAWS**

- 19.1 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 Engineer-in-Charge, informed of the said compliance with the bye-laws, payments made, notices issued and received.
- 19.2 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.

20. **SITE PRECAUTIONS**

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

- a) When the contractor's equipment or personnel require crossing areas which are not close to aircraft operations, the contractor shall provide competent flagmen at locations designated by the Engineer-in-Charge to relay signals from airport traffic control to personnel wishing to cross such areas.
- b) Every transport vehicle shall carry a permit issued by the Chief Authority of Airport/Aerodrome concerned and shall be produced on demand by him or his authorized agent. All vehicles entering the Airport limits shall follow the routes prescribed by the Chief Authority of Airport for entering the areas and shall display red flags on top. No vehicle shall be allowed between sunset and sunrise, also during the day when visibility is 500 meter or less, within the Airport limits where motor vehicle Act does not apply.
- c) With regard to construction safety measures, the contractor shall adhere to various Indian Standard Codes of Practice, requirements of Provincial Government and local Municipal Authority wherever the provisions of the latter two agencies shall be more stringent than the provisions of the former. When these codes do not exist, the contractor shall adhere to such safety measures as directed by the Engineer-in-Charge.
- d) The contractor shall, during construction, provide barricades as per specifications prescribed by the Engineer-in-Charge to segregate the working area to ensure safety of all concerned.
- e) The contractor shall be responsible for any damage, resulting from his operations, either to buildings, structures, airport fixtures such as underground cable, surface 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 Engineer-in-Charge and in default the Engineer-in-Charge may

- cause the same to be made good by any other means and deduct the expenses from any sums due to contractor.
- f) The work shall be carried out in phases in such a way that there is least obstruction to the movements of Air Traffic at the Airport. The phasing shall be decided by the Engineer-in-Charge, who will be at liberty to change the phasing to suit the requirements. The contractor shall have to abide by these instructions and nothing extra shall be paid to him on this account.
21. The contractor shall take all precautions to avoid all accidents by exhibiting necessary day & night caution boards, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrances shall be caused to traffic during execution of work.
22. 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.
23. The contractor shall remove the labour huts, temporary barricades etc. on completion of the work and leave the site in a neat and tidy state. The payment of final bill will be subject to the compliance of this condition by the contractor.
24. **MATERIALS 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 till such time, the installation is commissioned and handed over to the Engineer-in-Charge.
- (b) Cement bags shall be stored in separate godown to be constructed by Contractor at his own cost as per sketch at Page **GCC - 128** with weather proof roofs and walls. Each godown shall be provided with a single door with two locks, the keys of one lock shall remain with AAI Engineer-in-Charge of work and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties and the account maintained.
25. **WORK IN OPERATIONAL AREA**
- For the work to be carried out in operational area, whenever necessary, the work shall be carried out in the non-operational period. The Contractor shall have to coordinate with the Aerodrome Authority for locating T&P and stacking of materials etc. Nothing extra shall be paid to the Contractor for all the above factors.
26. **REDUCED RATE PAYMENT:-**
- All works have to be carried out strictly as per standard contract specification and the drawings applicable to the contract. Any work found below specification and not as per the drawings is liable to be rejected. If any material used in works and their dimensions like thickness, length, weight, area, volume are not as per specified as stipulated in SOQ Items. However, if any work is below specification or not as per specified dimensions, but if it is technically acceptable as per the discretion of the Engineer-in-charge, the same work will be considered for acceptance and will be paid at a reduced rate, which may be correspondent/proportionate rate at the sole discretion of the Engineer-in-charge, and his decision will be final in this respect and no claim of the contractor shall

be entertained in this regard at any stage. For example, if quoted rate for Item No: 8.2.2.1 of 18mm thick granite is Rs 3351.95/- and contractor has placed 16mm thick granite instead of 18mm whatsoever reason may be, the payable reduced rate will be Rs $3351.95 \times 16/18 = \text{Rs}2979.50$ The decision of the Engineer-in-charge, regarding rejection or acceptance of substandard work and its reduced rate payable shall be beyond the purview of the Arbitration under Clause 25 of this Contract.

27. PERIOD OF COMPLETION, PHASING OF WORKS & AVAILABILITY OF SITE: -

The site shall be handed over to the executing agency in phased manner.

28. The entire work shall be carried out as per latest CPWD specifications all volumes with upto date correction slips upto the date of receipt of tender for civil works and CPWD specifications 2009 unless otherwise specified in the nomenclature of individual item, or in the particular specifications.
29. However, in the event of any discrepancy in the description of any item as given in the schedule of quantities or particular specifications appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above, the former shall prevail.
30. In case B. I. S. (Formerly ISI) codes / specifications are not available, the decision of the Engineer-in-charge based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
31. The rates for different items of works shall be for all heights and depths of the building except where otherwise specified in the items of work or in special conditions appended with the tender.
32. Wherever any reference to any Indian Standard specification occurs in the documents relating to the contract the same shall be inclusive of all amendments issued thereto or revisions thereof if any, upto the date of receipt of tenders.
33. The work shall be carried out in accordance with the architects' drawings and structural drawings. The structural and architectural drawings shall have to be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor. For items, where so required, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-charge and nothing extra shall be payable on this account.
34. All materials to be used on works shall bear I. S. I. certification mark unless otherwise the make specified in the item or special conditions appended with tender document. In case ISI marked materials or the materials mentioned in the tender document are not used due to non-availability, the materials used shall confirm to ISI code or CPWD specification applicable in this contract. In such cases the Engineer-in-charge shall satisfy him self about the quality of such materials and give his approval in writing. Only articles classified, as "First Quality" by the manufacturers shall be used unless otherwise specified. All materials not having ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of materials requirement the work is small.
35. For the products bearing ISI certification mark, no further testing is required at site. In all such cases of use of ISI certified materials, proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the satisfaction of Engineer-in-charge.
36. Other agencies doing work of electrification, air-conditioning, external services, other building work, horticulture work, etc. for this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings, etc for laying / burying in the work pipes,

- cables, conduits, clamps, boxes and books for fan clamps, etc as may be system, telephone system, C.C. T.V. system, etc and nothing extra over the agreement rates shall be paid for the same.
37. Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out of bailing out-water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, subsoil and water table being high due to any other cause whatsoever.
38. Any cement slurry added over base surface (or) for continuation of concreting for bond is added its cost in deemed to have in built in the item unless otherwise / explicitly stated and nothing extra shall be payable or extra cement considered with consumption of this account.
39. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
40. **a)** The building work will be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- b)** Water tanks, taps, pipes, fittings and accessories should conform to bylaws and specifications of the municipal body / Corporation authorities, wherever required, at his own cost. The work shall be carried out according to municipal bylaws.
- c)** The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which be may be liable.
- d)** The work of fire fighting, internal sanitary, installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local bodies bylaws and the contractor shall produce necessary certificates from such authorities after completion of work.
- e)** The sanitary, water supply, drainage pipes, fittings and other materials shall be of approved quality and shall confirmed to the relevant CPWD specification for works with upto date correction slips. The work shall be carried out without omitting / overruled on any of the local Municipal bylaws.
41. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be cause to traffic during the execution of the work. Nothing extra will be payable on this account.
42. The foundation trenches shall be kept free from water while all the works below ground level are in progress.
43. The rate for all items of work, shall, unless clearly specified otherwise include cost of all labour, material and others inputs like during involved in the execution of the item.
44. The rate of items of flooring is inclusive of providing sunken flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible.
45. The contractor shall be responsible for the protection of sanitary and water supply fittings and other fittings and fixtures against pilferages and breakage during the period of installation and there after until the building is handed over.

46. The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated the provisions mentioned above will apply to each phase.
47. No compensation shall be payable to the contractor for any damage caused by rains, lightening wind, storm, floods, earthquakes or other natural calamity during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained.
48. The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer-in-charge before the work is considered as complete.

CLARIFICATION REGARDING PLINTH LEVEL

49. For the purpose of operation of clause 10 (vi) (B) (c) the following works shall be treated as works relating to foundations:
 - a) For building, compound walls, plinth level (or) 1.2 meter (4 feet) above ground level whichever is lower, excluding items of flooring and DPC but including base concrete below the floors.
 - b) For abutment, piers, retaining walls of culverts and bridges, wall of water reservoirs, the floor level or where floor is not determinate upto 1.2 meter above bed level.
 - c) For retaining walls where the floor level is not determinate upto, 1.2 meter above average ground level or bed level.
 - d) For roads, all items of excavation and filling including treatment of sub base and soling work.
 - e) For water supply lines, sewer lines, underground storm water drain and similar works, all items of work below ground level except items of pipe work and masonry work.
 - f) For open storm water drains, all items of work.
50. In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC slabs.
51. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandahs. All exposed edge shall however be finished as per specification and nothing extra shall be paid for this.
52. In the item of RCC walls, railings and roofs etc., nothing extra shall be paid for making designs as per patterns given by Architects or for thickness of sections.
53. The rates for railing are inclusive of all the labour and the materials including execution as given in the description of the item, portion of the railings, which is embedded in the masonry or RCC shall not be included for measurement.
54. The rate of item of reinforcement in RCC work includes all operations including straightening, cutting, bending, with annealed wire and placing in position at all the floors weight all leads and lifts complete.
55. The contractor shall obtain a valid Labour License under the Contract Labour (R & A) Act. 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 well before the commencement of work and retains the validity of license till its completion.

56. Before releasing payment to the contractor, all taxes & labour welfare cess recovery shall be made from the contractor's bill at the rate as applicable during that time as per prevailing Government Policy.
57. If the contractor is found to violate any security regulation, he shall be blacklisted in addition to being subjected to other legal proceedings.
58. The contractor shall be responsible for any damage, resulting from his operation to existing fixtures such as cables, lights, electric or telephone wires or destroy to any part of the building in which they may be working etc. The contractor shall restore, replace or repair any such damage to the complete satisfaction of the Engineer-in-charge.
59. All incidental charges of any kind whatsoever including cartage, storage, cutting and wastage etc. shall be borne exclusively by the contractor and nothing extra shall be payable to the contractor on this account.
60. All the stores and materials except the materials stipulated for issue by the Authority required for the satisfactory completion of the work shall be arranged by the contractor from his own sources / open market. No claim whatsoever shall be entertained by the Authority on account of delay in either providing these materials or non-availability of these materials in the market.
61. Cement: Cement used shall be PPC/OPC (43 grade) conforming to IS 8112 – 1989 OR OPC 53 grade.
62. Water: Water used for construction work shall be clean and reasonably free from injurious quantities of deleterious materials such as oils, acids, alkalies, salts and vegetable growth. Generally, potable water shall be used.
63. Bella stone: The size of Bella stone shall be 23 x 40 x 20 cm or available local size stone of one size only shall be used in the same wall. Bricks shall have sufficient crushing strength. All bricks, which absorb more than 25 % of their oven dry weight after 24 hours immersion in cold water, shall be rejected. Locally available bela stone may be used.
64. Fine Aggregate: Fine aggregate shall either be sand or crushed stone dust. Percentage of deleterious materials shall not be more than 5 %. Maximum quantity of silt as determined shall not be more than 8 %. Fine sand shall be conforming to grading zone IV as per IS : 383. Coarse sand shall be either river sand or pit sand. It shall be clean, sharp, strong, angular and composed of hard silicone materials. It shall be conforming to grading zone II as per IS : 383 – 1970.
65. Coarse Aggregate: It shall be crushed or broken from hard stone-obtained from approved quarry. It shall be clean and free from dirt and any other foreign materials and other deleterious materials in the aggregate shall not exceed 5 % of its weight.
66. Timber: Timber required for all wood work shall be well seasoned such that the moisture content does not exceed the limits laid down in IS 287 – 1973.
67. Steel: Steel used shall be thermo mechanically treated bars (TMT – bars).
68. Welding iron and steel work shall be done in approved manner specified in IS 816 – 1969 and IS 823 – 1964. All steel works shall have joint welded all-round. Spot welding shall not be permitted.

69. The Contractor shall submit the purchase voucher of cement, steel, bitumen, paints and other important materials procured for incorporation in the works to the Engineer-in-charge.

70. **GOODS AND SERVICES TAX / CONTRACT TAX:**

Rates to be quoted by the parties should be inclusive of all taxes, duties, cess, fee, royalty charges etc levied under any statute but **exclusive of GST**. In case supplies /services involve imports the same should be identified separately basic custom duty & IGST will be paid by AAI by utilizing EPCG license/duty credit Scrip under service Export from India Scheme (SEIS) of Govt of India.

GST shall be paid to contractor for any taxable supply/services against a valid tax invoice as per terms and condition of the contract

71. **E-PAYMENT**

The payments to the contractor shall be made through e-banking services. The contractor shall intimate his account number, Branch name of the bank with code number, PAN No. and other relevant details to AAI.

72. **USE OF READY MIX CONCRETE**

- 72.1 The contractor is allowed to use Ready Mix concrete (RMC) from the batching plant as approved by the Engineer-in-charge. Also the contractor can use admixture to increase the workability of the concrete. However nothing shall be paid extra for using RMC, admixture, and lead etc, reason what so ever. The concrete shall be paid into the respective item as mentioned in the SOQ.

73. The contractor is allowed to use 53 grade OPC cement in case of non- availability of 43 grades OPC cement. However nothing shall be paid extra to contractor on this account. Contractor is also allowed to use approved blended cement, but site blending is not allowed. Contractor is also allowed to use approved crushed sand in lieu of natural river sand for concrete work

74. For operational area work the BCAS entry passes and Airport Driving Permit etc. shall be obtained by the contractor any charges payable shall borne by the contractor.

75. Agency is bound to take away dismantled material received from dismantling as per his quoted rates. He has no option to deny in any circumstances.

76. Any item will be executed in this work on a requirement basis only, with the prior approval of the Engineer-in-Charge. The contractor will not have any right to decide which items are to be executed or not to be executed, it will be solely the authority of the engineers of AAI to select the items to be executed.

76. COVID-19 Construction Field Safety Guidelines

These field guidelines shall have to be followed by construction site, contractors, and workers' in response to the need for work on construction projects. These guidelines are not all encompassing and may need to be tailored to individual construction sites and updated as the COVID-19 pandemic evolves. Updated guidelines shall have to be followed by the people envolved in this specific project. Contractors should prepare a new or updated Site-Specific Health and Safety Plan to address Covid-19-related issue and are strongly urged to adopt and

implement the following measures as construction industry best practices under the safety plan. Necessary register and daily data shall have to be maintained at site.

1. Quotes may be pasted on suitable location to aware and to make vigilant about safety against COVID-19 Pandemic.
2. Establish an assembly point for staff, before the start of work each day that complies with the recommended social distancing parameters.
3. Establish a daily screening protocol for arriving staff, to ensure that potentially infected staff do not enter the work site. If workers leave and re-enter the work site during the shift, re-screen individuals prior to re-entry into the work site.
4. Provide a **daily** tailgate session reviewing site protocols to mitigate potential spread of the virus. As information is changing continuously regarding COVID-19, these tailgates should occur daily and contractors should document attendance and require worker signatures.
5. Designate a Site Safety Supervisor (SSS) to monitor and implement all recommended safety practices regarding the COVID-19 virus with all contractor staff members. Labor supervisors must have the authority, through consultation with the SSR, to halt all activities that do not adhere to the COVID-19 safety practices. The SSS should have training commensurate with this hazard and all required industrial hygiene practices that may be required on the job site. This person will be responsible to maintain supplies of disinfectants and make sure that workers follow decontamination, hand washing, and distancing.
6. For work sites where multi-employers share the same work space, inform all employers about each site-specific COVID-19 Construction Field Safety Guideline. Where one contractor enters the space of another contractor, the most stringent guidelines will be followed.
7. Regularly clean and sanitize trailers, toilets, and other enclosed spaces which are being used by manpowers of this contractor/work.
8. Social distancing must be maintained in elevators, lifts, ladder, scaffolding etc. Establish a regular cleaning and disinfection schedule for these structure.
9. Establish a cleaning and decontamination protocol prior to entry and exit of the job site. Establish a similar cleaning protocol within the job site area.
10. Establish cleaning and/or hand washing stations within the work areas. They should be of sufficient quantity to allow staff to remain within the work areas without exiting into break areas. It is critical to adequately maintain these stations continuously.
11. Establish adequate time in the work day to allow for proper cleaning and decontamination including prior to leaving the job site for the day.
12. Also, as part of the Site Specific Health and Safety Plan contractors should draft and implement a Code of Safe Practices that will at a minimum require staff/labor to follow the following guidelines during the course of their work:-
 - a. If feel sick, or have been exposed to anyone who is sick with COVID-19, stay at home. May be required to provide COVID-19 test result showing a negative result (not infected with COVID-19) before being allowed to return to work. This is critical to preventing spread of the virus.
 - b. Wash hands frequently for at least 20 seconds with soap and water. Avoid touching face with un-sanitized hands. Avoid touching common surfaces with bare hands.
 - c. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum 6 feet separation from one another at all times feasible. Do not shake hands or make other unnecessary direct contact with other staff. Do not carpool with other staff unless they are family members living within your household.
 - d. Do not share phones.
 - e. Clean personal tools prior to use, as well as group tools.
 - f. Disposable paper towels and similar waste must be deposited in non-touch waste bins.

- g. Do not cough or sneeze into your hand; rather, direct coughs and sneezes into a cloth or tissue or, if not available, the crook of your arm at your elbow.
- 13. Provide personal protective equipment (PPE) such as gloves, goggles, face shields and Face masks as appropriate or required to employees for the activity being performed. Cloth facial coverings must be worn by every employee. Appropriate eye protection for all hazards must be worn at all times by every employee while on the worksite.
- 14. Gatherings must be precluded by taking breaks and lunch in shifts. Any time two or more persons must meet, ensure minimum 6 feet of separation.
- 15. Alcohol-based hand sanitizers with greater than 70% ethanol / isopropanol can also be used, but are not a replacement for the water requirement.
- 16. Shared tools and other equipment must be wipe sanitized between users.
- 17. Employees must be informed through their supervisors that if they have a sick family member at home with COVID-19 or If an employee has a family member sick with COVID-19, that employee must follow the isolation/quarantine requirements as established by the Central / State Government Department of Health.
- 18. Screening of all the workers shall have to be done at the beginning of their day by asking and taking temperature of them if they have a fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell. Thermometers used shall be 'no touch' or 'no contact' to the greatest extent possible. If a 'no touch' or 'no contact' thermometer is not available, the thermometer must be properly sanitized between each use. Any worker with a temperature of 100.4°F or higher is considered to have a fever and must be sent home.
- 19. Clear instruction may be given to workers by their supervisor to report to their supervisor if they develop symptoms of COVID-19 (e.g., fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell). If symptoms develop during a shift, the worker should be immediately sent home. If symptoms develop while the worker is not working, the worker should not return to work until they have been evaluated by a healthcare provider.

Notes: The expenditure in this regard shall be borne by the Contractor and nothing extra shall be payable by AAI on this account.

PARTICULAR CONDITIONS

1. General:

- 1.1 The following Particular conditions shall be read in conjunction with general condition of Contract and amendment/corrections thereto, If there are any provisions in these conditions. This is variance with the provisions in the general conditions of contract, the provisions as given particulars specifications shall take precedence.

2. Scope of works:

2.1 The work of this contract will cover the following types of jobs.

- a) All day to day maintenance and repairing work in respect of buildings such as Terminal building, Service Block building, Power house, parking shed, Operational boundary wall and Property wall & any other building at Airport and Pavements like internal roads, taxiway, apron, Perimeter road, water supply, sewerage system and other service lines.
- b) Different original works, renovations, any additions & maintenance work as and when required. For any such work of estimates value more than Rs. 5,00,000/-, Contractor shall be Intimated separately for each and every work. Period of completion to the contractor, contractor has to complete the work in all respect to the satisfaction of Engineer-in-charge within the specified time period. In case of any delay, due to failure of contractor the levy of compensation will be levied as stipulated in the clause No. 2 of General Conditions of contract.
- c) Different Original works, renovation work, addition and alteration and maintenance work as and when required.

2.2 The operation of the contractor will be for a period of one-year w.e.f. the date of work order, extendable by a further period of maximum six months by mutual consent. ~~However, performance of contractor would be reviewed after every quarter and in case Performance is not up to mark found by Engineer-in-charge, the actions may be taken as Per Clause No. 3 & 4 of General conditions of contract.~~

2.3 This contract being **Percentage rate contract** the amount of work done may extend to any limit and contract shall carry out the work at percentage quoted by him during the period of operations of contract and nothing extra over and above the quoted shall be payable to him for such works. Under this contract,

the value of each work will be generally limited up to Rs. 5,00,000/- (Rs. Five lacs only).

3. Specifications:

- 3.1 The work shall be executed as per the tendered specifications and latest CPWD specifications along with latest correction slips.
- 3.2 For items not covered under latest CPWD specifications, the decision of the Engineer-in charge shall be final on the specification to be adopted for any particular item.

4. Approved materials:

- 4.1 The contractor shall use materials of approved make **as per attached list only**. For materials not Covered in the said list, approval shall be obtained from the Engineer-in-charge.

Quality Control:

- 4.2 The Engineer-in-charge or his authorized Representative shall satisfy himself about the brand name of approval make printed/pasted/engraved on the materials before use. The purchase voucher and Company's Test Certificate for each make to be used in the work shall be approved by the Contractor for verification as and when directed by the Engineering- Charge. No separate laboratory test shall be required to be conducted for such materials. In case, for small magnitude of work, it is not feasible to obtain company's test Certificate by the Contractor the Engineer-in-charge shall apply his judgment and discretion about the genuinely of the material.
- 4.3 For works with brick, cement, sand, etc. shall be carried out; the following field tests shall be carried out by the Contractor as and when directed by the Engineer-in-charge
 - a) Sieve analysis for grading of sand.
 - b) Test to determine bulking of sand
 - c) Test to determine silt content for sand.
 - d) Sieve analysis for grading of coarse aggregate
 - e) Slumps test
 - f) 7 days & 28 days compressive strength test for concrete
 - g) Test to determine water absorption of bricks
 - h) Test to determine dimensional tolerance of bricks
- 4.4 The contractor shall provide at his expense all testing equipment and other, facilities which may be required for the purpose of carrying out the field tests mentioned above and no extra claim on his account shall be entertained by AAI.

5. Defects liability Period:

- 5.1 For all day to day maintenance and repair works which are attended by the Contractor, the defects liability period shall be 10 days.
- 5.2 For other works as mentioned in Para 2.1 (b) above, the defects liability period shall be 6 months.
- 5.3 For other works as mentioned in Para 2.1 (c) above, the defects liability period shall be 6 Months.

6. Payment:

Each and every bill paid shall to be deemed to be final bill and accordingly defects liability period shall be considered.

ESI & PF shall extra which will be reimbursed against documentary evidence.

7. Staff Requirement

11. It is contractor's responsibility to recruit suitable persons for carrying out the work entrusted under this contract and they shall be contractor's workmen and AAI has no responsibility whatsoever in regard to the workmen so employed by the agency for executing the aforesaid contract. If performance of any person deployed by the contractor is not satisfactory, the same staff has to be replaced immediately.
21. It shall be contractor's responsibility to obtain the license under the contract Labour (Regulation & Abolition) Act, 1970, and the license shall be kept valid by renewing it from time to time as required by the said act.
31. The contractor shall, in particular, comply with all the conditions stipulated by the licensing authority in the license granted, under Section 12 read with Rule 25 of the Contract Labour Act and the Contract Labour Rules, and in particular it shall be contractor's responsibility to ensure.
- a. That workmen employed by contractor for executing the above contract are paid at not less than the minimum wages fixed by the Government or by any Agreement or Settlement or by the Commissioner of Labour, as the case may be.
 - b. Similarly, contractor shall ensure that the working hours and other service conditions are the same as stipulated in the license.
 - c. It shall be contractor's responsibility to provide all the amenities/ facilities required to be provided to workmen under the Contract Labour Act, and in

particular provision of canteen service to workmen, rest room, drinking water facility, latrines and urinals and first aid facility.

- d. Contractor shall maintain all registers and records required to be maintained under the various labour enactment and the rules framed therein.
- e. Contractor shall ensure that the disbursement of wages is done in the presence of AAI representative who will verify the pay bills required by law and authenticate the entries in the wage register as token of his having witnessed the actual disbursement of wages.
- f. The workmen employed by contractor on AAI premises for executing the above contract shall be under contractor's disciplinary jurisdiction. They shall, however, be subject to the overall discipline of the AAI
- g. If any of contractor's workmen employed on AAI premises commit any misconduct it shall be contractor's responsibility to take discipline action against them accordance with law.
- h. Contractor shall fully comply with the provisions of following labour enactment as may be applicable:
 - i) Factory Act, 1948
 - ii) Payment of Wages Act, 1936
 - iii) Workmen's Compensation Act, 1923
 - iv) Employee's State Insurance Act, 1948
 - v) Employee's Provident Fund Act, 1952
 - vi) Payment of Bonus Act, 1965
 - vii) Any other labour enactment that may applicable to you or to your workmen for execution of the labour contract.

41. It is clearly understood by and between the parties that the workmen employed by the contractor on the AAI's premises for execution of the above contract shall be workmen of the contractor and the AAI shall not be held directly or indirectly responsible for any of the liabilities of the contractor in respect of the workmen claim to be direct employees of the AAI.

51. The workmen employed by contractor will have no claim whatsoever on AAI and shall not raise any industrial dispute, either, directly or indirectly, with or against AAI, in respect of any of their service conditions so long as they are employed on AAI premises for the execution of the above contract.

61. In order to ensure that no liability on the part of AAI, it is agreed between the parties that the Security and Conduct will be released on the submission of labour clearance certificate from the Labour Enforcement Office (Central) if any dispute arises. So that, if there is any claim made by workmen regarding

DELETED

81. The price quoted shall be inclusive of Port charges, General PIC Charges and Uniform charges. Deleted Persons.
Uniform – 2 sets of uniform shirt for Gents and one set of Salwar suit or Saree for Ladies, One pair of raincoat for Monsoon & Sweater for winter, One pair of shoes. This shall be applicable for those items wherein it has been clearly mentioned.

- 81.02 For the Additional Misc. Item No. 11 Manpower to be deployed –

PC - 5

	02 Nos.		above pro-rata deduction of Min. wage for non-deployment period.	
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- 81.03 For the Additional Misc. Item No. 11 Manpowers to be deployed –
The agency will deploy the following machinery / plants /tools during the contract period and maintain the same during the contract period:
Electric Drill with hammering effect; Electric Concrete Breaker; 2 sets of Measuring Tape each of – 100m, 30 m & 05 m; 02 sets of Ladder up to a height of 05 m; Electrical grinder cum cutter; Electric Tile cutter; Grouting / sealant gun; Basic Plumbing tools; Basic Carpentry Tools; Basic Mason work Tools ; Basic Earth Work Tools; Safety Tools with Helmets; Cautionary marking 3inch wide plastic Strips (at least 03 rolls to be maintained all the times);
In case of non-maintenance of any of these material / tools / plants a penalty of **Rs. 5000.00 per month OR on pro-rata basis will be levied.**
82. The difference in minimum wages based on the actual payment made to the labour will be paid to the contractor on revision of minimum wages by the office of Regional Labour Commissioner (Central). The labour wages are revised twice in the year by the office of Regional Labour Commissioner (Central). The contractor has to submit the proof for the payment of wages to the labour for reimbursement of difference of wages. However, no additional amount such as contractor's overhead & profit will be paid on this reimbursement.
83. The contractor is required to pay onetime bonus @ 8.33% (minimum) on the full value of wages to be paid in 12 Months to their workmen employed (i.e. for example if the gross salary of 12 months is Rs. 1, 00,000/- than the bonus shall be Rs. 8330/- to be paid to deployed person onetime preferably in festival season) failing which recovery @ 17% against bonus from bill shall be made.
84. Agency has to pay the payment to the employee on or before **7th day** of every month.

Signature of Agency / Contractor

Signature of AAI Official

TECHNICAL SPECIFICATIONS

1.0 PREAMBLE

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

SCOPE OF WORK

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

2.02 The item rates quoted by the Contractor shall, unless otherwise specified also include compliance with/supply of the following:-

- a) General works such as setting out, clearance of site before setting out and clearance of works after completion.
- b) ~~A detailed program for the construction and completion of works (using CPM/PERT techniques) including updating of all such activities on the basis of decisions taken at the periodic site review meetings as directed by the Engineer-in-Charge.~~
- c) Samples of various materials proposed to be used on the work for conducting tests thereon is required as per the provisions of the contract.
- d) ~~Design of mixes as per relevant clauses of the specifications given proportions of ingredients, source of aggregates and binder along with accompanying trial mixes to be submitted to the Engineer-in-Charge for his approval before use on the works.~~
- e) ~~Setting of field testing laboratory with all required apparatus and staffs for conducting day to day quality control tests.~~
- f) Any other item of work which is not specifically provided in the Bill of Quantities but which is necessary for complying with the provisions of the contract.

3.00 OBLIGATIONS OF THE CONTRACTOR

3.01 In order to ensure that the contract work is executed strictly in accordance with this Agreement and in time, the Contractor shall have the following obligations at no extra cost to the Engineer-in-Charge in addition to such other obligations and responsibilities as have been specified elsewhere in this Contract.

- i) Provision of adequate number of constructional Plant and machinery for mechanized system of construction, handling and transportation ;
- ii) ~~Provision of special magazine at the site for storage of explosives, if necessary, for which required license shall be obtained from the concerned authorities;~~

- iii) Fulfill all the Contractor's labour regulations i.e fair wages display of notices regarding wages, payment of wages, labour records, attendance cards-cum-wage slips, labour welfare etc. as per standard practices and norms applicable at site.

- 3.02 All fossils, gold, silver, oil and other minerals, precious stones, coins, article of value, of antiquity and structures and other remains / things of geological or archaeological interest discovered on the site of the works shall be notified by the Contractor immediately to the Engineer-in-Charge for onward information to the concerned authorities.
- 3.03 The Contractor shall take all reasonable precaution to prevent his workmen or any other person from removing or damaging any such article(s) or thing(s) and protect the same till the removal as per the instructions of the Engineer-in-Charge.
- 3.04 Clearance of the site of all rubbish, debris, vats, tanks, materials, temporary structures, plant and machinery, scaffoldings and filling of all pits, excavation and hand over the site in a tidy and cleaned condition.
- 3.05 Opening up of covered work if instructed by the Engineer, if such covering was done before inspection by the Engineer or without permission/approval from the Engineer-in-Charge.
- 3.06 During the construction of the airfield pavement, the light foundations will have to be provided as per the drawings, specifications and directions of the Engineer-in-Charge at such appropriate stage as decided by him. The Contractor shall obtain the approval of the Engineer-in-Charge the work plan for placing the light foundation at their designated places. The rest of the pavement will be constructed around these foundations in place without causing any damage to the foundation. The rate quoted shall include all these requirements. During execution of works for providing shoulders, rolling operation should be conducted with utmost care so as not to damage the existing light fittings. Excavation and compaction around light fittings shall be done manually.

4.00 GENERAL

- 4.01 The works will be executed as indicated in the nomenclature of each item and technical specifications as given hereunder as made applicable to this contract.
- 4.02 In the absence of any definite provision in the technical specifications contained herein, reference may be made to the latest CPWD, MOST, IRC, ICAO Specifications and IS codes, in that order. Wherever these are silent, the construction and completion of the works shall conform to sound engineering practice and in case of any dispute arising out of the interpretation of the

above, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.

4.03 In addition, the abbreviations CPWD, IRC, MOST, IS, BS, ICAO ASTM, AASHTO shall be considered to have the following meaning:-

CPWD : Central Public Works Department

IRC : Indian Road Congress

MOST : Ministry of Shipping & Transport (Road Wing)
Government of India

IS : Indian Standard of the Bureau of Indian Standards

BS : British Standard of the British Standard

ICAO : International Civil Aviation Organization

ASTM : American Standards of the American Society of
Testing Materials

AASHTO : American Association of State Highway and
Transportation Officials

All the codes of practice, standards and specifications applicable shall be the latest editions with upto date correction slips etc. or as directed by the Engineer-in-Charge.

5.00 TESTING

5.01 It is made clear that cost of testing, cost of material for testing, all field apparatus required for sampling and testing as per CPWD/IS codes and manpower incident to such testing will be provided along with necessary transport arrangement to and fro the approved testing agency or laboratory by the Contractor during the construction phase of the work and defect liability period. The expenditure in this regard shall be borne by the Contractor and nothing extra shall be payable by AAI on this account. Field laboratory with all the required apparatus and staffs shall be established by the Contractor at site of work at his cost for carrying out field tests at stipulated frequencies.

6.00 SAMPLING AND TESTING

6.01 The Contractor or his accredited representative shall be present during sampling/testing and signify his concurrence for sampling/ testing carried out by signing the test records. The Contractor shall be liable of all actions consequent to the test and their results as if he himself attended to the tests. The Contractor is duly advised to be present himself for sampling and testing or in the alternative, have fully qualified duly authorized Engineer for this purpose.

7.0 GENERAL LIST OF CODES, STANDARDS AND SPECIFICATIONS ADOPTED IN THE TENDER DOCUMENTS.

7.01 The following IRC standards and IS, ASTM, British Standards, Codes and CPWD Specifications have generally been adopted in the tender documents. This list however does not limit the use of any other relevant code or standards by the Engineer-in-charge solely at his discretion either referred to in the tender documents or not, to achieve the desired quality of work. All the codes practice, standards and specifications applicable shall be the latest edition with all correction slips, etc, or as directed by the Engineer-in-Charge.

8.0 Technical Specification for Additional Misc. Item No. 11

8.01 For the Additional Misc. Item No. 11 Manpower to be deployed –

Sr. No.	Manpower to be deployed	Type of Manpower	Penalty for non-deployment	Remarks
1.	Plumber – 01 Nos.	Semi-Skilled	Rs. 1000/- per day of non-deployment over & above pro-rata deduction of Min. wage for non-deployment period.	The Manpower so deployed will fix the item supplied under different Item heads of Schedule A and Additional Misc. Items like 12. Further the deployed manpower has to carry out any other work involving manpower utilization as assigned to them by EIC or representative. Nothing extra shall be paid for fixing of supply items.
2.	Carpenter cum mason – 01 Nos.	Semi-Skilled	Rs. 1000/- per day of non-deployment over & above pro-rata deduction of Min. wage for non-deployment period.	
3.	Sewerman – 01 Nos.	Unskilled	Rs. 1000/- per day of non-deployment over & above pro-rata deduction of Min. wage for non-deployment period.	
4.	Helper – 02 Nos.	Unskilled	Rs. 1000/- per day of non-deployment over & above pro-rata deduction of Min. wage for non-deployment period.	

8.02 For the Additional Misc. Item No. 11 Material to be deployed –

The agency will deploy the following machinery / plants /tools during the contract period and maintain the same during the contract period:

Electric Drill with hammering effect; Electric Concrete Breaker; 2 sets of Measuring Tape each of – 100m, 30 m & 05 m; 02 sets of Ladder up to a height of 05 m; Electrical grinder cum cutter ; Electric Tile cutter; Grouting / sealant gun; Basic Plumbing tools; Basic Carpentry Tools; Basic Mason work Tools ; Basic Earth Work Tools; Safety Tools with Helmets; Cautionary marking 3inch wide plastic Strips (at least 03 rolls to be maintained all the times);

In case of non-maintenance of any of these material / tools / plants a penalty of Rs. 5000.00 per month OR on pro-rata basis will be levied.

NUMBER/DESIGNATION	TITLE
IRC SPECIFICATION	
IRC:10	Recommended Practice for Borrow pits for Road Embankment Constructed by Manual Operation.
NUMBER/DESIGNATION	TITLE
IRC:19	Standard Specification and Code Practice for Water Bound Macadam (Second Revision)
IRC:SP 11	Hand Book of Quality Control for construction of Roads and apron (First Revision)
IRC:SP 53	Guidelines on use of Polymer and rubber modified bitumen in road construction.
INDIAN STANDARDS	
IS:838	Coarse and fine aggregates from natural sources for concrete.
IS:456	Code of practice for plain and reinforced concrete.
IS:460 (Part I to III)	Testing Sieves
IS:516	Methods of test for strength of concrete.
IS:1124	Method of test for water absorption, apparent specific gravity and porosity of Natural Building Stone.
IS:1199	Methods of sampling and analysis of concrete.[
IS:2386	Methods of test for aggregate for concrete:-
(Part –I)	Particle size and shape.
(Part –II)	Estimation of deleterious materials and organic impurities.
(Part –III)	Specific gravity, density, voids, absorption and bulking.
(Part –IV)	Mechanical Properties.
(Part –V)	Soundness
(Part –VI)	Measuring mortar making properties of fine

	aggregates.
(Part –VII)	Alkali-Aggregate reactivity
(Part –VIII)	Petrography Examination
IS:2720	Methods of tests for soils:
(Part –II)	Determination of water content
(Part-III) (Section-I)	Determination of specific gravity, section I fine grained soils.
(Part-III) (Section-II)	Determination of specific gravity, fine medium and coarse grained soils.
Part-IV	Grain size analysis
NUMBER/DESIGNATION	TITLE
Part-V	Determination of liquid and plastic limit.
Part-VII	Determination of water content dry density relation using light compaction.
Part-VIII	Determination of water content dry density relation using heavy compaction.
Part-XVI	Laboratory determination of CBR.
Part-XXVII	Determination of total soluble sulphate.
Part-XXVIII	Determination of dry density of soils in place by core cutter method.
Part XXIX	Determination of dry density of soils in place by core cutter method.
IS:5640	Method of determining the aggregate impact value of soft coarse aggregate.
IS:6241	Method of test for determination of stripping value of road aggregates.
IS:8112	43 grade ordinary Portland Cement.
IS: 1489	Pozzolana Portland Cement.
BS:5212, Part-I, 1990	Two parts polysulphide based sealants.
ASTM/BS STANDARDS/SPECIFICATION	
ASTM:D-1559	Test for resistance to plastic flow of bituminous

	mixtures using Marshall apparatus.
ASTM:D-2172	Extraction quantitative, of bitumen from bituminous paving mixtures.
ASTM:E-11-39	Sieves for testing purpose "Wire Cloth sieve round hole and square" hole plate screen of Sieves.
BS:410	Test Sieves.

MOST Specification	"Specification for Road and Bridge Works" fourth revision reprinted in September, 2004. Issued by Ministry of Surface Transport (Roads Wing) and published by Indian Roads Congress.
ICAO's Annex 14	Annexure 14 of the convention on International Civil Aviation.

APPROVED MAKE LIST

Sl Nos	Materials	Makes / Brand Name
1	Cement :	ACC Ltd., Ultra Tech, Shree Cement, Ambuja, Jaypee, Century, J.K.Laxmi/JK Cement, Lafarge, Dalmiya Cement Ltd., Birla A1(Orient Cement Ltd.), Star Cement, PENNA, Max Cement, Ramco Cement, Chettinad Cement, Wonder, Emami Cement, JSW Cement, Zuari Cement, OR any Other reputed cement manufactures having a production capacity not less than one Million tonnes per annum as approved by ED(Engg) for CHQ schemes/GM(Engg). For RHQ schemes.
2	Admixtures : Water Proofing compound /Liquid membrane /Self adhesive membrane	Pidilite Industries Ltd., FOSROC Chemicals (India) Pvt. Ltd., CICO Technologies Ltd, Sika India Pvt .Ltd., BASF India Ltd., MC Bauchemie, Ardex Endura (India) Pvt.Ltd., STP Ltd., Choksey Chemicals Pvt.Ltd., MYK Laticrete/Laticrete, Mapei, Chryso India Pvt.Ltd., Maruti Bitumen Pvt.Ltd., Prenetron India Pvt.Ltd., Supreme Bituchem India Pvt.Ltd.
3	Bipolar Corrosion : Inhibitor Admixture	STP Ltd., Sika India Pvt.Ltd., BASF India Ltd., Chryso India Pvt.Ltd., Supreme Bituchem India Pvt.Ltd.
4	TMT : Reinforcement Steel	SAIL, RINL(VIZAG Steel), TATA Steel, Jindal steel, Shya Steel Industries Ltd. Kamdhenu
5	Reinforcement: Coupler	Dextra, Gtech, Hi-Tech Engineering Solutions, Sanfield (India)Ltd.
6	Hardware : Fitting	Dorma India Pvt.Ltd., Q- Railing India Pvt.Ltd.(formerly D-line), Hafele India Pvt.Ltd., Linox Technology Pvt.Ltd., Assa Abloy, Kich Architectural Products Pvt.Ltd., Godrej & Boyce, Godrej & Boyce, Godrej & Boyce, LGF Sysmac India Pvt.Ltd., Rinox Kaufmann Ltd., Everite, Define, Hardyn, Arkay
7	Steel/ Wood : Fire Resistant Shutter	Navait Ltd., Promat Internaional Ltd., Shakti Hormann Pvt.Ltd.(Formerly Shaktic Met-Dor Ltd.), Sukri Paints& Chemicals, Sigum Fire Protection,

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8	Laminates/ : Laminated Particle Board/Prela minated Board/MDF/ Ply Board Flush Door	Greenlam Industries Ltd., Merino Industries Ltd., Century Plyboards(I) Ltd., National Ply, Archidply, Kitply Industries, Novapan, Duro, Greenply, ASIS, Mayur Doors
9	Gypsum Board: Partition	Saint Gobain Gyproc India Ltd., USG Boral(formerly Boral Gypsum), Armstrong World Industries(India) Pvt.Ltd., Kanuf AMF India Pvt.Ltd., Vans Gypsum
10	Bamboo Wood : Products	Epitome, Eco Products International Ltd.
11	Structural Steel : MS Tubular Section (Circular ,Square, Rectangle)for Columns,Tur ss, MS popes ,Flats,Angles ,Beams, Channels, Strips Etc. Products	SAIL, RINL, TISCO(TATA Steel), Jindal Steel, APL Apollo Tubes Ltd., Surya Roshni Ltd., Nezone Tubes Ltd., Jotindra Steel & Tubes Ltd, Utkarsh Tubes & pipes Ltd., Hi- Tech Pipes Ltd.
12	Fasteners :	Hilti, Fischer, BOSCH, Fasteners India, Mungo, Rawi Plug
13	Vitrified/ : Ceramiv Tiles	H & R Johnoson (india) Ltd., NITCO Tiles Ltd., Somany Tiles Ltd., Orient Bell Ltd., Kajaria Ceramics Ltd., RAK Ceramics, Asian Granito India Ltd., Oasis Vitrified Tiles, Varmora Granito Pvt Ltd., Qutone Ceramic Pvt. Ltd., Bell Granito Ceramica Ltd, BLACKBERRY, Mosart, Grayphon, Commander, Krypton, RAK, SISAM, Creanza.
14	Wooden : Laminted Flooring	Pergo Ltd., Action Tesa, Unitex, Armstrong World Industries(India) Pvt.Ltd., Epitome, Scheit
15	Epoxy /PU : Flooring	STP Ltd., Sika India Pvt. Ltd., BASF India Ltd., FOSROC Chemicals (India) Pvt. Ltd., Cipy Polyurethanes Pvt. Ltd., NITCO Tiles Ltd., Maruti Bitumen Pvt.Ltd., Supreme Bituchem India Pvt.Ltd., Chryso India Pvt.Ltd.
16	Tile Joint : Filter,Tile/ AAC Block/Stone flxing adhesive/Soli d epoxy grout	Ardex Endura (India) Pvt.Ltd., Ferrouscrete India Pvt.Ltd., MYK Laticrete/Laticrete, Pidilite Industries Ltd., FOSROC Chemicals (India) Pvt. Ltd., BASF India Ltd., Fairmate, STP Ltd.

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17	Floor Hardener :	STP Ltd., Sika India Pvt. Ltd., BASF India Ltd., Pidilite Industries Ltd., FOSROC Chemicals (India) Pvt. Ltd., Ironite, Mapei, Chryso India Pvt.Ltd., Supreme Bituchem India Pvt.Ltd.
18	Aluminium : Standing Seam Roofing Sheet (Top & Bottom)	KALZIP, Kingspan
19	Poly Carbonate : Sheet	Lexan, Dan Pal, Polygal India Pvt. Ltd., Sabic (GE Plastics), Gallina India Pvt.Ltd., Coxwell Domes, Tuflite
20	Calcium Silicate/ : Mineral Fiber False Ceiling Tiles/ Gypsum False Ceiling Boards/Partition Boards	Saint Gobain Gyproc India Ltd., Lloyd Insulation India Ltd., Armstrong World Industries(India) Pvt.Ltd., Aerolite Ceiling Systems, USG Boral(formerly Boral Gypsum), Hilux, Gridline, Everest, Dexune, Knauf AMF India Pvt.Ltd., Vans Gypsum, New Age False Ceiling Pvt.Ltd.
21	Fiber Cement : Board /Cement Board	Bison, Hicem, Everest, Visaka Industries Ltd.
22	Rock Wool/ Glass: Wool Insulation	UP Twiga, Roxul-Rockwool, Rockloyd, Rockwool India, Lloyd Insulation India Ltd.
23	Metal Ceiling : tile baffle ceiling	Hunter Douglas India Pvt.Ltd., Durlum India Pvt.Ltd., SAS International, Lindner AG, Gordon Inc., Saint Gobain Gyproc India Ltd., Armstrong World Industries(India) Pvt.Ltd., Dexune, New Age False Ceiling Pvt.Ltd.,USG Boral(formerly Boral Gypsum)
24	Galvalume/Steel : Sheet roofing (Top & Bottom) Over M.S. Structure	Tata BlueScope Steel Ltd., Jindal Steel, Dongbu Steel Steel Co.Ltd.(Korea)
25	Paints for Steel : Structure (Epoxy Paint)/PU Paint/Water Proof Cement Paint/Primer/ Distemper/Texture finish paint/Synthetic Enamel Paint/Fire	Akzo Nobel India Pvt.Ltd., Jenson & Nicholason, Oikos India Pvt.Ltd., AsianPaints Ltd., Berger Paints, Nerolac, Acro Paints Ltd., Snowcem India Ltd., Shalimer, Jotun

APPROVED MAKE LIST

	Retardant Paint	
26	Wall Putty :	J.K.Cement, Toyo Ferrouscrete India Pvt.Ltd., Birla White
27	Expansion Joint : filler board / Joint Covers	Vexcolt International Ltd (UK), Construction Specialites(USA), The Supreme Industries Ltd, STP Ltd., Dupont, Sanfield (India)Ltd., Hercules, Z-Tech , Deevin, M.M Syatems, Kantaflex-Balco, Mapei, Migua, Insuboard, Sopreme, Supreme Bituchem India Pvt.Ltd.
28	Glassgrid for : bituminous orks	Saint Gobain Gyproc India Ltd., Maccaferri Environmental Solutions Ltd. , Techfab Industries Ltd., Giridhar Techfab Pvt.Ltd., Terrain Infratech, Flexituff International Ltd., Supreme Nonwoven India Pvt.Ltd.
29	Runway : Marking Paint(Water Based)	Nerolac, Berger Paints, Asian Paints Ltd., ITS Coatings Pvt.Ltd., Supreme Bituchem India Pvt.Ltd.
30	Sanitary Ware/ : Fixtures/Fittings	Kohler Co.(USA), Jaquar & Co.Ltd., American Standard, Hindware , Parryware Roca Pvt.Ltd., Grohe AG (Germany), Franke(Switzerland) , Bobrick Washroom Equipment Inc., Euronics, Duravit, Marc, H & R Johnoson (india) Ltd., Cera Sanitaryware Ltd.,Insuboard, Sopreme ,Supreme Bituchem India Pvt.Ltd.
31	Glass Mirror :	Saint Gobain Gyproc India Ltd., Pilkington, AIS Glass Solutions Ltd., Modi Guard, Atul Ltd., Glaverbel
32	SS Sink :	Nirali, Jayna, Franke, Prayag, Cera Sanitaryware Ltd.
33	Specially – abled : Fitting	Pressalit Ltd., Hindustan
34	G.I. Pipe :	Tata Steel Ltd., Jindal Pipes Ltd., Surya Roshni Ltd., APL Apollo Tubes Ltd. , Zenith, Utkarsh Tubes & pipes Ltd., Nezone Tubes Ltd., Hi- Tech Pipes Ltd. , Jotindra Steel & Tubes Ltd.
35	Stainless Steel : Sheet for Cladding	SAIL(Salem Steel), Jindal
36	GI Pipe Fittings :	Unik, Zoloto, Leader Valves Ltd., Surya , R-Brand, KS, Ss
37	Sluice : Valve/Pressure reducing Valve/Non - Return Valve (CI/Gun Metal)	Sant Valves Pvt.Ltd., Zoloto, Audco(L&T), Castel, Leader Valves Ltd., Kartar, Honeywall, IVC
38	UPVA/CPVC : Pipes & Fittings	The Supreme Industries Ltd, Finolex Industries Ltd., Savoir Faire anufacturing Co.Ltd, AKG, Surya Roshni Ltd., Astral, Prince, Ori-Plast, Ashirvad, Vectus, Prayag
39	(A) Sand Cast IronS&S/ :	NECO, BIC , RIF, Electro Steel Casting Ltd., SKF , Kapilansh, Saint Gobain, Heepco

APPROVED MAKE LIST

	Centrifugally Cast (Spum) S&S /Hubles Centrifugally Cast Spun Iron Pipe	
	(B)Centrifugally(Spum) : CI Pipes Class 'L1' / Ductile Iron Pipe	Kesoram, Electro Steel Casting Ltd., NECO, BIC,TATA, RIF, SAIL
40	CI Manhole Covers & CI Grating :	NECO, BIC, RIF, Electro Steel Casting Ltd., SKF, Kesoram, Kapilansh, Kartar, Heepco
41	HDPC Pipes :	Geberit, Saint Gobain , Savoir Faire Manufacturing Co.Ltd, Jain Irrigation, Ori-Plast
42	Aluminium Composite Panels : (ACP)/Honey comb Composite Panels /Zinc Composite Panels	Alucobond(3A Composites India Pvt.Ltd.), Alpollic , Reynobond(France), Alubond DACS India Pvt.Ltd. , Alcomax-Dongshin Engg Corpn. (South Korea)., Alstrong Enterprises India Pvt.Ltd., Aludecor Lamination Pvt.Ltd., Euro Panel Products Pvt.Ltd. (Formely Eurobond , Industries Pvt.Ltd.), Durabuild Technologies Pvt.Ltd., Alstone, VIVA, Alutech
43	Structural /Weather sealant for : structural glazing /ACP	Dow Corning, Sika India Pvt.Ltd.
44	Silicone sealant :	Wacker, Dow Corning, G.E. Plastics, Pidilite industries Ltd., FOSROC Chemicals (India) Pvt. Ltd., BASF India Ltd., STP Ltd., Rawi Plug, Choksey Chemicals Pvt.Ltd., Supreme Bituchem India Pvt.Ltd., Maruti Bitumen Pvt.Ltd.
45	Aluminium extrusions /Structural : members	Hindlco Industries Ltd., Jindal Aluminium Ltd., Boruka, NALCO
46	Polysulphide Sealant for Joints :	FOSROC Chemicals (India) Pvt. Ltd., Choksey Chemicals Pvt.Ltd., Pidilite Industries Ltd., Sika India Pvt.Ltd., Dow Corning, Laticrete, Tuffseal, Wacker , G.E., STP Ltd., BASF India Ltd., Maruti Bitumen Pvt.Ltd., Chryso India Pvt.Ltd., Supreme Bituchem India Pvt.Ltd.
47	Flaot Glass :	Saint Gobain Glass India Ltd., Emirates Glass Ltd., AIS Glass Solutions Ltd., Pilkington, Modi Guard, Glaverbel, Gardin(USA)
48	High Performance Glass :	Saint Gobain Glass India Ltd., Pilkington, Gardin(USA), AIS Glass Solutions Ltd., Emirates Glass Ltd., Glaverbel, Modi Guard

APPROVED MAKE LIST

49	Modular S.S./Glass Railling :	Dorma India Pvt.Ltd., Jindal Architecture Ltd., GEZE GmbH, Q-Railling India Pvt.Ltd.(formely D-Line), Linox Technology Pvt.Ltd., Kich Architectural roducts Pvt.Ltd., Ozone India Pvt.Ltd., Assa Abloy, Rinox Kaufmann Ltd.
50	Compact Laminate Toilet : Cubical/Urinal Partitions	Green Sturdo, Merino Industries Ltd., Bobrick ashroom Equipment Inc., Dorma India Pvt.Ltd., Trespa , T-Line
51	Soild Acrylic Surface Boards :	Dupont, LG-Himacs, Hanex, GMGR India(Samsung Staron), Neonnex
52	Tensile Fabric :	Mehler Texnologies India Pvt.Ltd., Serge Ferrai India Pvt.Ltd.
53	Autoclaved Aerated Cement : AAC)Blocks	Magicrete Building Solutions, Finecrete Eco-Blocks Pvt.Ltd., Aerocon, Bilt Technologies Ltd., JK , Instablock, Max Blocks, RS Green Infra (India) Pvt.Ltd., Siporex, Kataria Ecotech.Pvt.Ltd.
54	Automatic Revolving /Sliding : /Swing Dorr	Dorma India Pvt.Ltd., Hafele India Pvt.Ltd. , GEZE GmbH, Gilgen Door Syatems AG, Linox Technology Pvt.Ltd., Assa Abloy, Autoingers
55	Walkways/Fall Protection : System	WULMET, Latchways, Capital Safety, Honeywell, Kartosar, Checkmate, karam
56	Roof Hatch:	NYSTROM, BABENKO, BILCO, Checkmate
57	UPVC Doors & Windows :	Okotech, Finesta, Aparna Venster, Aluplast
58	Gypsum Plaster/Poly mer modified : self curing mortar	Ferrouscrete India Pvt.Ltd., Ultra Tech, Saint Gobain Gyproc India Ltd., DowConstruction Chemicals, BASF India Ltd.
59	Curing Copound (Resin based & : Wax Based	FOSROC Chemicals (India) Pvt. Ltd., Sika India Pvt.Ltd., BASF India Ltd., Supreme Bituchem India Pvt.Ltd.
60	Decorative Films / Safety Films:	3M, Avery Dennison, Deck

SCHEDULE - A (Additional Misc. Items)

Name of Work: Annual Maintenance contract (Civil) 2022-23 for Ops area & Non-Ops Area at Jamnagar Airport.

It. No.	Description of Item	Unit	Rate
1	Repairing and refixing of window shutter including removal of shutter from chowkhat, cutting wherever required and fixing of butt hinges on other side of frame of shutter wherever required.	Each	163.30
2	Supplying unskilled labour for day to day maintenance jobs, (The contractor is bound to make payment more than and as per minimum fair wages prevalling as notified by ministry of labour and employment of State / Central Govt. which is circulated by labour commissioner time to time, the necessary welfare norms-benefits of labour, insurance as per labour laws shall be maintained, the contractor shall be responsible to supervise the work assigned to labours and has to supply Tools, plant, tackles, & petty materials, brooms etc. as per requirement. (Note: No variation on schedule of rates quoted will be applicable on this item).	Each Per day	648.75
3	Supplying skilled labour (Carpenter/ Driver/ Mason) for day to day maintenance jobs, (The contractor is bound to make payment more than and as per minimum fair wages prevalling as notified by ministry of labour and employment of State / Central Govt. which is circulated by labour commissioner time to time) The necessary welfare norms-benefits of labour, insurance as per labour laws shall be maintained. The contractor shall be responsible to supervise the work assigned to labours and has to supply Tools, plant, tackles, & petty materials, brooms etc. as per requirement. (Note: No variation on schedule of rates quoted will be applicable on this item).	Each Per day	861.05
4	Rendering services for Graduate / Diploma (two year experience) based technical/Engineering services with well familiar with computer application i/c AutoCad as per satisfaction of Engineer-In-Charge. (The contractor is bound to make payment more than and as per minimum fair wages prevalling as notified by ministry of labour and employment of State / Central Govt. which is circulated by labour commissioner time to time). (Note: The Quoted rates shall be inclusive of Bonus and Uniform charges of deployed persons and no variation on schedule of rates quoted will be applicable on this item). Technical / Engineering assistant	Each Per day	1091.35
5	Rendering services for Computer Operator with a knowledge of MS office / Office work in the AAI office at Jamnagar Airport as per the direction & satisfaction of the Engineer-in-Charge. (Note: The Quoted rates shall be inclusive of Bonus and Uniform charges of deployed persons and no variation on schedule of rates quoted will be applicable on this item).	Each Per day	947.85

6	Rendering services for office attendant/messenger for day to day office work in the AAI office at Jamnagar Airport as per the direction & satisfaction of the Engineer-in-Charge. (Note: The Quoted rates shall be inclusive of Bonus and Uniform charges of deployed persons and no variation on schedule of rates quoted will be applicable on this item).	Each Per day	717.80
7	Providing and fixing sun control film (garware or equivalent) after thorough cleaning on glass surface, the rate include removal of existing sun control film wherever required.		
(a)	Ordinary Type Films	Sqm	378.70
(b)	Decorative Type Films	Sqm	1095.40
8	Repairing aluminium door/windows/frames including removing, cutting, realining and refixing providing hinges, screw etc. wherever required complete as per direction of Engineer-in-charge.	Each	983.55
9	Supplying and fixing G.I. fittings of all size from (15mm to 80 mm dia) including dismantling old one and replacing with new one (Tees, Union etc.) as direction of Engineer-in-charge.	Each	358.70
10	Supplying and fixing UPVC/CPVC/PPR fittings of all size from (15mm to 50 mm dia) including dismantling old one and replacing with new one (Unions, Tees, Elbows, Collars, Nipple, male / female threaded(FT/MT) etc.) as direction of Engineer-in-charge.	Each	199.15
11	Attending various day to day complaints by replacing items/material (to be paid in different item) and rectifying the defects/cause of complaints by deploying labour (unskilled, Skilled as and when required) with necessary T & P but without changing replacing the fitting / fixtures, however, the minor stores like screws for tightening hinges etc. and washers, thread, safeda, to prevent the leakage in bib cocks, stop cocks, pillar cocks, ball cocks, cisterns, cement for filling cracks, 1nos cement bag per month etc, is included in the rate. For one location attending one complete unit(such as one door, one window, one table, one ceiling unit of one room, one Almirah.etc. and its internal parts shall be treated one complaint only. All man powers shall have to be report to authorised representative of E.I.C. (Note: The Quoted rates shall be inclusive of Bonus and Uniform charges of deployed persons and no variation on schedule of rates quoted will be applicable on this item). 1 Plumber, 1 Carpenter cum mason, 1 Sewerman & two unskilled manpower shall be mandatory to deploy for executing this Item. Please refer technical specification for machineries, plants, tools, etc. to be deployed in this item along with manpower & penalties in case of non-deployment.	Per Month	109030.65
12	Providing the following items on as and when required basis all complete accessories with as per instruction of EIC OR representative: NOTE : Fixing will be done by the Manpower provided under Item No. 11		
(A)	Urinal Valve Auto Closing System of Jaquar (PRS-CHR-077) or equivalent	Each	3023.50
(B)	Single Lever Basin Mixer of Jaquar (FLR-CHR-5001B) or equivalent	Each	4387.05

(C)	Pillar Cock Long Neck of Jaquar (CQT-CHR-23021B) or equivalent	Each	1541.40
(D)	Pillar Cock Long Neck of Jaquar (CON-CHR-021KN) or equivalent	Each	2163.90
(E)	Swan Neck Tap of Jaquar (CON-CHR-127BKN) or equivalent	Each	2904.95
(F)	Florentine Pillar Cock with long Lever of Jaquar (FLR-CHR-5031N) or equivalent	Each	2786.40
(G)	Pillar Cock Auto Closing System of Jaquar (PRS-CHR-031L65) or equivalent	Each	3853.50
(H)	Bib Cock Auto Closing System of Jaquar (PRS-CHR-043) or equivalent	Each	2964.25
(I)	Health Faucet of Jaquar (ALD-CHR-577) or equivalent	Each	2045.35
(J)	Grab Bar of Jaquar (WAC-WHT-BG0800) or equivalent	Each	12094.10
(K)	600mm Braided Hose for Health Faucet of Jaquar (ALD-CHR-801B) or equivalent	Each	326.05
(L)	Bottle Trap of Jaquar (ALD-CHR-769L300X190) or equivalent	Each	2312.10
(M)	Waste Coupling of Jaquar (ALD-CHR-705) or equivalent	Each	652.15
(N)	Round Wall Outlet for Health Faucet of Jaquar (ALD-CHR-591R) or equivalent	Each	2371.40
(O)	Plastic Seat Cover of Parryware (NXT) or equivalent	Each	828.80
(P)	Single Lever Sink Mixer of Jaquar (FUS-CHR-29009B) or equivalent	Each	5987.75
(Q)	Angular Stop Cock with Wall Flange of Jaquar (FON-CHR-40053) or equivalent	Each	1393.20
(R)	Bib Cock with Wall Flange of Jaquar (COP-CHR-037PM) or equivalent	Each	1630.35
(S)	Toilet Roll Holder of Jaquar (ACN-CHR-1151N) or equivalent	Each	918.90
(T)	Soap Dispenser with Metallic Bottle of Jaquar (ACN-CHR-1137N) or equivalent	Each	4387.05
(U)	Double Coat Hook of Jaquar (ACN-CHR-1161N) or equivalent	Each	711.40
(V)	Under Counter Basin with Fixing Accessories Size: 595 x 420 x 200mm of Jaquar (CNS-WHT-705) or equivalent	Each	3557.10
(W)	EWC with PP soft close seat cover, Hinges Fixing Accessories Set Size: 350x475x390 mm, S-Trap of Jaquar (CNS-WHT-551SSPP) or equivalent	Each	5632.05
(X)	Urinal Size:355x340x535mm of Jaquar (URS-WHT-13261) or equivalent	Each	4861.35
13	Lettering with Synthetic Enamel Paint as per the direction of Engineer-in-charge.	Per letter per cm Height	5.05
14	Providing & fixing commercial plywood kit ply, in boards, shutters, furniture, panelling, office racks & other required places etc complete as per direction of Engineer-in-charge.		
(a)	Plywood 18/19 mm thick IS 303 MR grade	Sqm	1894.35
(b)	Plywood 12 mm thick IS 303 MR grade	Sqm	1661.90
(c)	Plywood 6 mm thick	Sqm	1447.80
15	Supplying of water in Airport premises as per requirement. (a) from 3000-5000 litre capacity through tanker.	Each Trip	1185.70
16	Providing & laying Table top Glass i/c Edge polished and rounded corner as per direction of Engineer-in-charge.		
(a)	8mm thick Glass	Sqm	1943.00
(b)	10mm thick Glass	Sqm	2364.00

17	Supplying of J.C.B in Non- Operational area including driver & diesel as per direction of Engineer-In-Charge.	Hours	1126.40
18	Supply of Tractor with Trolly including driver & diesel for Operational/Non - Operational area as per requirement of AAI for shifting of rubish and dumping of earth etc.	Day	2964.25
19	Supplying and providing welder and one assistant with welding machine and all accessories required for welding complete as per satisfaction of Engineer-in-charge.	Day	2991.50
20	Re-fixing of granite / marble / ceramic tiles / Vitrified tiles/ kota stone on walls and floors over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement mixed with matching pigment epoxy touch ups i/c all complete.	Sqm	517.35
21	Lettering with polyvinyl computer cut lettering on information/ notice board etc. complete as per direction of Engineer-in-charge.		
	(a) With ACP backing 3mm.	Sqm	4583.90
	(b) On existing hard surface	Sqm	3180.50
22	Providing and fixing of mirror of 6mm thick Modiguard required size including backing of 6mm thick plywood, fixing to the wall with 25 mm stainless steel bolts etc complete.	Sqm	2472.55
23	Providing and fixing 6 mm thick mirror of superior quality(Modiguard) of approved brand of required dimension fixed on wall by means of SS Stud as per direction and satisfaction of Engineer in-charge.	Sqm	2118.70
24	Maintenance of grass lawn by providing semiskilled or unskilled labour i/c watering & mowing of lawn as and when required complete as per direction and satisfaction of Engineer-In-Charge.	Per Sqm/Month	5.95
25	Maintenance of hedge by providing semiskilled or unskilled labour i/c watering & cutting of hedge in shape as and when required as per direction and satisfaction of Engineering-In-Charge.	Per mtr/Month	6.00
26	Cleaning of Roof, terrace, chhajja, etc of building i/c of all Khurras & rain water pipe in these area as per direction of Engineer-in-charge and disposal of kachara rubbish to out side the building area. (Only cleaned area will be measured)	Sqm	5.50
27	Credit item for taking away of SCI pipe fitting, centrifugal cast (spun)/sand cast iron pipes and fittings, C.I. flushing cistern, G.I. pipes and fittings, steel doors, window, ventilators, grill, round or square bars etc. and the like item received from dismantling. The material so received shall be the property of contractor after dismantling duly weighed/ measured before removing from the site in the presence of Engineer-in-charge or his authorised representative all complete. (Note: No variation on schedule of rates quoted will be applicable on this item).	Kg	43.00

28	Credit item for taking away CP Brass fittings for water supply like taps, stop cock, angle cock, etc and the like received from damages / dismantling. The material so received shall be the property of Contractor after dismantling duly weighed/ measured before removing from the site in the presence of Engineer-in-charge or his authorised representative all complete. (Note: No variation on schedule of rates quoted will be applicable on this item).	Kg	450.00
29	Credit item for taking away of aluminium butt hinges, sliding door bolts, tower bolts, pull boly lock, handle, door stopper, casement stay, tee chanals, plates etc. and the like received from dismantling. The material so received shall be the property of contractor after dismantling duly weighed/ measured before removing from the site in the presence of Engineer-in-charge or his authorised representative all complete. (Note: No variation on schedule of rates quoted will be applicable on this item).	Kg	125.00
30	Credit item for taking away of Wooden/plywood frames and/or shutters for Doors/windows/ clerestory windows, trusses, battens, particle board, glazed, wired, panelled etc. and the like received from dismantling. The material so received shall be the property of contractor after dismantling duly weighed/ measured before removing from the site in the presence of Engineer-in-charge or his authorised representative all complete. (Note: No variation on schedule of rates quoted will be applicable on this item).		
	a) upto 3.00 sqm	Each	500.00
	b) above 3.00 sqm	Each	600.00
31	Credit item for taking away of steel work in frames, shutters, trusses, channels, beams, Tee, angles, bolts, washers etc. and the like received from dismantling. The material so received shall be the property of contractor after dismantling duly weighed/ measured before removing from the site in the presence of Engineer-in-charge or his authorised representative all complete. (Note: No variation on schedule of rates quoted will be applicable on this item).	Kg	45.00
32	Cleaning of over head tank /underground tank (R.C.C/ G.I./M.S./Masonry/Sintex type) including removal of silt malba etc. and disinfecting the tank with water spray with pressure & scrubbing etc. and finally with solution of medicated bleaching powder or appropriate germ killer solution of required concentration, the same not be harmful to human as per direction of Engineer-in-charge.		
	(a) Upto 2000 litre capacity.	Each	296.45
	(b) Above 2000 litre capacity upto 5000 litre capacity	Each	415.00
33	Environmental Support Services (Up-keeping) and cleaning of Paved/ Metalled areas at Ops, Non-Ops area i/c main approach road (once in a month) complete with labour, materials & machines as required.	Per Sqm/ Month	4.60
34	Cleaning of chocked / blocked rain water pipe, soil waste pipe vent pipe, manhole sewerage pipe, gully trap, EWC, wash basin, kitchen sink, bottle trap, house drain, storm water drain of any diameter and size i/c removal of mulba as directed by EIC.		

(a)	a) Rain water pipe / soil waste & vent pipes	Meter	18.35
(b)	b) Manhole i/c connected sewerage pipes upto the next manhole	Each	746.95
(c)	c) Gully trap i/c connected soil waste / sewerage pipe upto the nearest manhole	Each	134.60
(d)	d) EWC / IWC i.c. connected traps and soil waste pipe upto the nearest opening point in soil waste pipe	Each	37.65
(e)	e) Wash basin / kitchen sink i/c connected traps	Each	36.75
35	Cleaning of Open storm water drain including removal of deposited silt, soil, malba, wild growth and opening of all road crossing etc. & disposal of all malba to defined & marked dumping site and complete in all respect as per direction of Engineer-in-charge.	Meter	15.25
36	Cleaning of Covered storm water drain including removal of deposited silt, soil, malba, wild growth and opening of all road crossing etc. & disposal of all malba to defined & marked dumping site and removing & refixing of cover complete in all respect as per direction of Engineer-in-charge.	Meter	21.80
37	Testing of Physical and Chemical test of potable water from PHE Laboratory to ascertain quality of water supplied in AAI Premises as per latest IS Code (IS 10500 : 2012), to establish wholesome water and to declare safe for drinking, cooking food preparation or washing (Rate i/c sampling, transportation charges of testing report in hard copy, e-copy or via lab web-based portal etc.)	Each Test	773.65
38	Providing and placing on terrace (at all floor levels) polyethylene water storage tank (Food Grade), IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank. (A) Circular tank	Litre	12.40
39	Providing and fixing Acrylic Coated (Vinyl Coated Paper) designer wall paper on interior wall complete including primer application, pasting, etc. as per directions of Engineering In Charge .	Sqm	1302.25
40	Providing and fixing synthetic Rubber Noodle mat on exterior/interior with bare crust thickness not less than 3 mm and overall thickness with loose noodle of not less than 10 mm complete as per directions of Engineering In Charge .	Sqm	1770.00
41	Providing and fixing synthetic Rubber artificial grass on exterior/interior with bare crust thickness not less than 3 mm and overall thickness of not less than 10 mm complete as per directions of Engineering In Charge.	Sqm	1629.65

42	Providing, fabricating and fixing panels of aluminium composite panel cladding in required shape in colour of approved shades made out of 4mm thick aluminium composite panel material consisting of 3mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumiflon based fluoropolymer resin coating of approved colour and shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc. complete as per instructions of Engineering In Charge. (Base frame work for ACP cladding is payable under the relevant aluminium item)	Sqm	2537.35
43	Providing, fabricating and fixing panels of aluminium composite panel cladding in required shape in colour of approved shades made out of 3mm thick aluminium composite panel material consisting of 3.50mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.25mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumiflon based fluoropolymer resin coating of approved colour and shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc. complete as per instructions of Engineering In Charge. (Base frame work for ACP cladding is payable under the relevant aluminium item)	Sqm	1894.00
44	Core cutting and testing of samples of rigid or flexible pavement of dia 100 mm upto full depth in existing layer at Jamnagar Airport. The core samples shall have to be soaked in water, capped with molten sulphur to make its ends plain, parallel and at right angle and then tested in compression in a moist condition as per latest IS code or to be treated as per testing procedure before testing and submission of testing result to EIC. (Rates includes mobilization, testing equipment charges, manpowers, transportation, sampling etc.)	Each	4347.55
45	Providing PP woven bags for cooling pit/Morcha including filling with sand and stitching with thread complete as per direction of Engineer-in-charge.	Each	92.25
46	Providing PP woven bags for cooling pit/Morcha including filling with existing sand and stitching with thread complete as per direction of Engineer-in-charge.	Each	31.95
47	Providing and operating vehicle (with cubic capacity for Diesel fuel not less than 1450cc and year of modal not prior to 2020) with air-conditioning arrangement up to second row of sitting for site visits of field engineer and inspecting officers including carriage of material samples etc from various locations, all complete including driver for 12 hour operation, fuel, lubricants, toll taxes, levy, parking etc. considering vehicle usage 12 hours/day with vehicle station being Jamnagar airport to cater to travel purpose of Engineer-in-charge OR his representative complete as per directions and satisfaction of Engineer-in-charge.	Per Day	2371.40

SCHEDULE – A

Name of Work: Name of Work: Annual Maintenance contract (Civil) 2022-23 for Ops area & Non-Ops Area at Jamnagar Airport.

ALL ITEM OF DSR' 2018 FROM FOLLOWING SUBHEADS WITH RATE MENTIONED AGAINST EACH ITEM CORRECTED WITH CORRECTION SLIP ISSUE BY CPWD

(A) BUILDING WORK:

Item Head	Item Description	Item Head	Item Description
1	Carriage of Materials	15	Dismantling & Demolishing
2	Earth work	16	Road Work
3	Mortars	17	Sanitary Installation
4	Concrete work	18	Water Supply
5	Reinforced Cement concrete Work	19	Drainage
6	Brick Work	20	Pile Work
7	Stone Work	21	Aluminum Work
8	Marble & Granite Work	22	Water Proofing
9	Wood and PVC Work	23	Rain Water Harvesting & Tube wells
10	Steel Work	24	Conservation of Heritage Buildings
11	Flooring	25	Structural Glazing and Aluminum Composite Panel
12	Roofing	26	New Technologies and Materials
13	Finishing	27	Additional Miscellaneous Items at Page No: SCH - 02 To SCH- 08
14	Repairs to Buildings		

Sr No	Description of Item	Unit	Short Terms of Unit	Quantity
1	Schedule of item rates DSR 2018 upto date correction slip & additional Misc. items at par with DSR 2018	Each	EA	1.00

Guidelines for the bidder for quoting the % rate

1. Bids with Nil/Blank/N.A./Zero/Negative percentage rate quoted in BOQ/Schedule-A above will be rejected out rightly without giving any reason whatsoever. It will be considered as non-responsive bid. The lowest responsive bidder will be considered.
2. The bidder shall quote the rate in % age only on BOQ/Schedule-A. The quoted percentage (with positive number) shall be considered upto two decimal only.
3. If any agency quoted Nil/Blank/N.A./Zero/ Negative percentage rate, the entire amount of EMD submitted by the firm will be forfeited.

Mode of payment to the Agency: -

The payment of DSR Items and additional items (Sl. No. 1 to 47) from Pg. No. **SCH-01 to SCH-08** shall be payable as below:

$$\begin{aligned} \text{Rate of item as per DSR item and additional items} &= X \\ \text{Rate to be considered for payment } Y &= \frac{(X/1.1405) \times (100 \pm \text{Quoted Percentage Rate})}{100} \end{aligned}$$

Contractor quoted percentage above or below shall not be applicable for Item No: 2 to 6, 11 and 27 & 31

Agency must consider above while quoting the percentage. GST, against a valid GST invoice will be paid extra as applicable.

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Percentage BoQ

Tender Inviting Authority: Asstt. General Manager (Engg.-Civil), Airports Authority of India, Jamnagar Airport, Jamnagar.

Name of Work: Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar

Tender ID: 2022_AAI_112317_1

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	<p>Annual Maintenance Contract (Civil) 2022-23 for operational & non-operational area at C.E Jamnagar</p> <p>SCHEDULE OF QUANTITIES IN SCHEDULE-A Rate of CPWD DSR 2018, Vol I & Vol II and Additional Miscellaneous items.</p> <p>1) Bids with NIL/BLANK/N.A/ZERO/Negative percentage rate quoted in SOQ / Schedule-A, above will be rejected out rightly without giving any reason whatsoever. It will be considered as non-responsive bid. The lowest responsive bidder will be considered.</p> <p>2) The rate shall be quoted by the bidder in % age only on SOQ/ Schedule 'A'. The quoted percentage (with positive number) shall be considered up to two decimal only.</p> <p>3) For Example:-If bidder wants to quote 5% below on DSR-2018, then the bidder has to mention figure as 5 and select (-) less sign. If bidder wants quote 5% above on DSR-2018, Then the bidder has to mention figure as 5 and select (+) Excess sign.</p> <p>4) The paument of items shall be regulated as below:-</p> <p>(a) SCHEDULE OF QUANTITIES IN SCHEDULE-A Rate of CPWD DSR 2018, Vol I & Vol II and Additional Miscellaneous items except items No 02 to 06,11 and 27 to 31. of Additional Miscellaneous itmes.</p> <p>Rate of Items as per schidule / misc=X</p> <p>Rate to be considered for payment=(X/1.1405) X (100 ± Quoted Percentage Rate) /100</p> <p>(b) The payment of item No: 02 to 06,11 and 27 to 31 of Additional Miscellaneous itmes shall be regulated as below.</p> <p>Rate of items as per schedule=A</p> <p>Rate to be considered for payment=A</p>	1.0000	Nos	100	100	INR One Hundred Only
Total in Figures					100.00	INR One Hundred Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				